



# भारत का राजपत्र The Gazette of India

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सं. 4] नई दिल्ली, जनवरी 18—जनवरी 24, 2009, शनिवार/पौष 28—माघ 4, 1930  
No. 4] NEW DELHI, JANUARY 18—JANUARY 24, 2009, SATURDAY/PAUSA 28—MAGHA 4, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)  
नई दिल्ली, 13 जनवरी, 2009

का.आ. 111.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य सरकार, पोलिटिकल (ए) डिपार्टमेंट, दिसपुर की अधिसूचना सं. पीएलए 129/2008/55 दिनांक 17-3-2008 द्वारा प्राप्त असम सरकार की सहमति से भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 409, 468, 420 और 120-बी के अधीन पुलिस स्टेशन सीआईडी में 10वें ए.पी. बीएन., काहलीपाड़ा, गुवाहाटी के वेतन और भत्ते का धोखाधड़ी से किए गए आहरण और सरकारी धन के दुर्विनियोजन संबंधी दर्ज मामला सं. 38/2007 के अन्वेषण के मामले तथा उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्करों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/27/2008-एवीडी-II]

मनीषा सक्सेना, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
AND PENSIONS

(Department of Personnel and Training)  
New Delhi, the 13th January, 2009

S.O. 111.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 129/2008/25 dated 17th March 2008, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of Case Crime No. 38/2007 under sections 409, 468, 420 and 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station CID relating to fraudulent drawal of pay and allowances and misappropriation of Government money in 10th A.P. Bn., Kahilipara Guwahati and attempts, abetments and conspiracies in relation to or in connection with the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/27/2008-AVD-II]

MANISHA SAXENA, Dy. Secy.

नई दिल्ली, 13 जनवरी, 2009

का.आ. 112.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य सरकार की अधिसूचना सं. पीएलए 130/2008/102 दिनांक 17-3-2008 द्वारा प्राप्त असम सरकार की सहमति से भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 409, 468, 420 और 120-बी के अधीन पुलिस स्टेशन तीताबोर में 3 (तीसरे) असम पुलिस बटालियन, तीताबोर, जिला जोरहात असम के वेतन और भत्ते का धोखाधड़ी से किए गए आहरण और सरकारी धन के दुर्विनियोजन संबंधी दर्ज मामला सं. 79/2006 के अन्वेषण के मामले तथा उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/26/2008-एवीडी-II]

मनीषा सक्सेना, उप सचिव

New Delhi, the 13th January, 2009

S.O. 112.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 130/2008/102 dated 17th March 2008, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of Case Crime No. 79/2006 under sections 409, 468, 420 and 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Titabor relating to fraudulent drawal of pay and allowances and misappropriation of Government money in 3rd A.P. Bn., Titabor District Jorhat and attempts, abetments and conspiracies in relation to or in connection with the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/26/2008-AVD-II]

MANISHA SAXENA, Dy. Secy.

नई दिल्ली, 15 जनवरी, 2009

का.आ. 113.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिवक्ता श्री के. पी. सथीशन को एर्नाकुलम, केरल स्थित विचारण न्यायालयों में मामला आरसी. 2 और 3/(एस)/2005/सीबीआई/एससीबी, चेन्नई और इससे जुड़े किसी अन्य मामले या उद्भूत मामलों में अभियोजन चलाने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/30/2006-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 15th January, 2009

S.O. 113.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri K.P. Satheesan, Advocate as Special Public Prosecutor for conducting prosecution in the cases RCs 2 and 3/(S)/2005/CBI/SCB/Chennai in the trial courts at Ernakulam, Kerala and any other matter connected therewith or incidental thereto.

[No. 225/30/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

(आईएफ- I अनुभाग)

नई दिल्ली, 24 दिसम्बर, 2008

का.आ. 114.—केन्द्रीय सरकार, एतद्वारा श्री प्रदीप कुमार (आईआरएस-87) को प्रारंभ में तीन वर्ष की अवधि के लिए, जिसे समीक्षा के पश्चात् पांच वर्ष के अधिकतम तदर्थ कार्यकाल तक बढ़ाया जा सकता है, 18400-400-22400 रुपए के वेतनमान (संशोधन पूर्व) में, तदर्थ आधार पर, भारतीय अवसरंचना वित्त कंपनी लिमिटेड (आईआईएफसीएल) के निदेशक मंडल में पूर्णकालिक निदेशक के रूप में नियुक्त करती है।

2. केन्द्र सरकार ने श्री प्रदीप कुमार को आईआईएफसीएल के मुख्य कार्यपालक अधिकारी (सीईओ) के रूप में पदनामित करने को भी अनुमोदन दे दिया है।

[सं. 3/4/2007-आईएफ-I]

डॉ. हरमीत सिंह, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

(IF-I Section)

New Delhi, the 24th December, 2008

S.O. 114.—The Central Government hereby appoints Shri Pradeep Kumar, (IRS-87) as Whole Time Director on the Board of India Infrastructure Finance Company Limited (IIFCL), on deputation basis, in the pay scale of Rs. 18400-400-22400 (Pre-revised) initially for a period of three years which could on review, be extended to a maximum deputation tenure of five years.

2. The Central Government has also approved to designate Shri Pradeep Kumar as CEO, IIFCL.

[No. 3/4/2007-IF-I]

DR. HARMEET SINGH, Under Secy.

नई दिल्ली, 13 जनवरी, 2009

का.आ. 115.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उप खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, तत्काल प्रभाव से और अगला आदेश होने तक निम्न सारणी के कॉलम 2 में उल्लिखित व्यक्तियों को उक्त सारणी के कॉलम 3 में उल्लिखित व्यक्तियों के स्थान पर कॉलम 1 में उल्लिखित बैंकों के निदेशकों के रूप में नियुक्त करती है :

## सारणी

1	2	3
इंडियन बैंक	श्री कुमार संजय कृष्णा संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग नॉर्थ ब्लॉक, नई दिल्ली	श्री वी.एस. सेनथिल
आंध्रा बैंक	श्रीमती मधुलिका पी. सुकुल संयुक्त सचिव (कार्मिक) एवं कार्यान्वयन प्रकोष्ठ, व्यय विभाग, नॉर्थ ब्लॉक, नई दिल्ली	श्री मधुसूदन प्रसाद

[फा. सं. 9/7/2007-बीओ-1(पार्ट)]

जी. बी. सिंह, उप सचिव

New Delhi, the 13th January, 2009

S.O. 115.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominate the persons specified in column 2 of the table below as Directors of the Banks specified in column 1 thereof in place of the persons specified in column 3 of the said table, with immediate effect and until further orders :—

TABLE

(1)	(2)	(3)
Indian Bank	Shri Kumar Sanjay Krishna, Joint Secretary, Ministry of Finance, Department of Economic Affairs, North Block, New Delhi.	Shri V. S. Senthil
Andhra Bank	Smt. Madhulika P. Sukul, Joint Secretary (Pers) Department of Expenditure, North Block, New Delhi.	Shri Madhusudan Prasad

[F.No. 9/7/2007-BO-1(Pt.)]

G.B. SINGH, Dy. Secy.

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 13 जनवरी, 2009

सं. 14/2008-09

का.आ. 116.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2005-06 एवम् आगे के लिए कथित धारा के उद्देश्य से "सोसायटी फॉर इण्डियन इन्स्टिट्यूट ऑफ रूरल मैनेजमेंट, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करें।

[क्रमांक:मुआआ/अआआ

(मु)/जय/10(23-सी)(vi)08-09/3487]

बी. एस. दिल्ली, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF  
INCOME TAX

Jaipur, the 13th January, 2009

No. 14/2008-09

S.O. 116.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Society for Indian Institute of Rural Management, Jaipur" for the purpose of said section for the A.Y. 2005-06 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/  
10(23C)(vi)2008-09/3487]

B. S. DHILLON, Chief Commissioner of Income-tax

(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क आयुक्त, कोलकाता-III आयुक्तालय

कोलकाता, 14 जनवरी, 2009

संख्या 1/2009-सीमाशुल्क (एनटी)

का.आ. 117.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए जिस भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की

अधिसूचना संख्या 33/94 सीमा शुल्क(एनटी) दिनांक 1-7-1994 तथा एम.एफ. (डी.आर.) परिपत्र संख्या 31/2003 सीमा शुल्क दिनांक 7-4-2003 के साथ पढ़ा जाए, मैं एतद्वारा मेसर्स एवन्त गार्ड साफ्टवेयर प्रा.लि.डी.ए.-14 सेक्टर-1, साल्ट लेक, कोलकाता-700064 के प्रथम तल, डी.एच. 6/31(02-362), एक्शन एरिया आई.डी.यू.यउन, राजारहाट, कोलकाता जो पश्चिम बंगाल राज्य में एक पंजीकृत एस टी पी आई है (अभिविन्यास प्रभारी, भारत के साफ्टवेयर टेक्नोलॉजी पार्क, कोलकाता द्वारा विधिवत पृष्ठांकित है) को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अन्तर्गत 100 प्रतिशत निर्यातमुखी उपक्रम स्थापित करने के सीमित प्रयोजन हेतु एवं षण्डागार केंद्र घोषित करती हूँ जो कि एस टी पी के अन्तर्गत प्रभारी भारत सरकार सूचना एवं संचार मंत्रालय, भारत के साफ्टवेयर टेक्नोलॉजी कोलकाता ब्लॉक डी पी प्लॉट संख्या 5/1 साल्टलेक इलेक्ट्रॉनिक काम्प्लेक्स, विधाननगर, कोलकाता 700091 के पत्र संख्या एसटीपी आई/डीआईआर/254/ 2008-09/1421, दिनांक 29-8-2008 के अनुसार यथा अनुमोदित है और जो उनके उपर्युक्त वर्तमान ए टी पी इकाई एल ओ पी संख्या एस टी पी के/डी आई आर/254/2004-05/1435 दिनांक 28-3-2005 के विस्तारीकरण के अतिरिक्त है।

[सो सं. V(19)22/के.उ.शु./तक/कोल-III/ईओयू/एसटीपी/08]

श्रीमति डी. बी. दासगुप्ता, आयुक्त

(Department of Revenue)

THE COMMISSIONER OF CENTRAL EXCISE,  
KOL-III COMMISSIONERATE

Kolkata, the 14th January, 2009

No. 01/2009-Customs (NT)

S.O. 117.—In exercise of the powers under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Cus(NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi and M.F. (D.R.) Circular No. 31/2003-Customs, dtd. 7-4-2003, I hereby declare the 1st floor, DH-6/31(02-362) Action Area ID, New Town, Rajarhat, Kolkata of M/s. Avant Garde Software Pvt. Ltd. DA-14, Sector-1, Salt Lake, Kolkata-700064, a registered STPI in the State of West Bengal (the layout plan duly endorsed by the Officer-in-charge, Software Technology Parks of India, Kolkata) to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the limited purpose of setting up 100% Export Oriented Undertaking under STP as approved by the Officer-in-Charge, Software Technology Parks of India, Kolkata, Ministry of Communication & Information Technology, Government of India, Block-DP, Plot No. 5/1, Salt Lake Electronics Complex, Sector-V, Bidhan Nagar, Kolkata-700091 vide letter No. STPI/DIR/254/2008-09/1421 dated 29-8-2008 in addition for the extension of their aforesaid existing STP unit against LOP No. STPK/DIR/254/2004-05/1435 dated 28-3-2005.

[C. No. V(19)22/CE/Tech/Kol-III/EOU/STP/08]

SMT. D. B. DASGUPTA, Commissioner

विदेश मंत्रालय

(सी.पी.वी. अनुभाग)

नई दिल्ली, 5 जनवरी, 2009

का.आ. 118.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) के खंड 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का सहायक उच्चायुक्त, मोम्बसा में श्री गिरीश मेहता, उच्च श्रेणी लिपिक को 31-12-2008 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/1/2006]

आर. के. पेरिन्दिया, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 5th January, 2009

S.O. 118.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, (41 of 1948) the Central Government hereby authorize Shri Girish Mehta, UDC to perform the duties of Assistant Consular Officer in the Assistant High Commissioner for India, Mombasa with effect from 5th January, 2009.

[No. T-4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

इस्पात मंत्रालय

नई दिल्ली, 12 जनवरी, 2009

का.आ. 119.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम, 10 के उप-नियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन मेकान लि., दिल्ली जिसके 80 प्रतिशत से अधिक कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई 11011/9/2006-हिन्दी]

वेद प्रकाश सिंह, संयुक्त निदेशक (राजभाषा)

MINISTRY OF STEEL

New Delhi, the 12th January, 2009

S.O. 119.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the Mecon Limited, Delhi under the administrative control of Ministry of Steel, where more than 80% staff have acquired working knowledge of Hindi.

[No. E. 11011/9/2006 Hindi]

VED PRAKASH SINGH, Jt. Director (OL)

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 26 दिसम्बर, 2008

का.आ. 120.—फाइल सं. एच-11020/2/2005-स्थापना के अंतर्गत जारी किए गए दिनांक 11 अक्टूबर, 2005 के का.आ. सं. 1484(अ) और फाइल सं. आई-35019/3/2006-आर.टी.आई. के अंतर्गत जारी किए गए दिनांक 19 अप्रैल, 31 अक्टूबर, 2006 और



दिनांक 16 अप्रैल, 2007 के उत्तरवर्ती आशोधन एवं दिनांक 18 जून, 2008 के कार्यालय आदेश सं. फाईल सं. आई-35019/3/2006-आर.टी.आई. (ई-II) का अधिक्रमण करते हुए, सूचना के अधिकार अधिनियम, 2005 (2005 का 22) की धारा 5 की उपधारा (1) के अनुसरण में, पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय का पोत परिवहन विभाग (मुख्यालय), एतद्द्वारा, निम्नलिखित को नामोदित करता है :-

श्री आर. श्रीनिवासन नाइक, निदेशक (पत्तन सामान्य और पत्तन संचालन) (दूरभाष सं.-23739621) (naiksri@yahoo.com) (कमरा सं. 403), परिवहन भवन, नई दिल्ली-110001 को महापत्तन न्यासों, अंडमान लक्षद्वीप बंदरगाह निर्माण कार्य और महापत्तन प्रशुल्क प्राधिकरण से संबंधित सभी मामलों के संबंध में केन्द्रीय लोक सूचना अधिकारी के रूप में।

[फा. सं. आई-35019/3/2006-आर.टी.आई.]

ए. एम. विजयन, अवर सचिव

# MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 26th December, 2008

S.O. 120.—In Partial modification of S.O. 1484(E) dated 11th October, 2005 issued under File No. H-11020/2/2005-Estt. and subsequent modification dated 19th April, 31st October, 2006, 16th April, 2007 issued under File No. I-35019/3/2006-RTI and in supersession of Office Order No. File No. I-35019/3/2006-RTI (E-II) dated 18th June, 2008 and also in pursuance of sub-section (1) of Section 5 of the Right to Information Act, 2005 (22 of 2005), the Department of Shipping (Headquarters), Ministry of Shipping, Road Transport & Highways hereby designate :-

Shri R. Srinivasa Naik, Director (PG & PO) (Tel. No. 23739621) (naiksri@yahoo.com) (Room No. 403), Transport Bhavan, New Delhi-110001 as Central Public Information Officer (CPIO) for all matters concerning Major Ports and Andaman Lakshadweep Harbour Works (ALHW), Tariff Authority for Major Ports (TAMP).

[F. No. I-35019/3/2006-RTI]

A. M. VIJAYAN, Under Secy.

नई दिल्ली, 26 दिसम्बर, 2008

का.आ. 121.—फाइल सं. एच-11020/2/2005-स्थापना और आई-35019/3/2006-आर.टी.आई. के अंतर्गत जारी किए गए दिनांक 30 सितम्बर, 2005 और दिनांक 1 सितम्बर, 2006 और 21 जून, 2007 के सं. का.आ. 1443(अ) में आंशिक आशोधन करके तथा सामान्य खण्ड अधिनियम, 1897 (1897 का 10) की धारा 22 के साथ पठित सूचना के अधिकार अधिनियम, 2005 (2005 का 22) की धारा 19 की उपधारा (1) के अनुसरण में, पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय का पोत परिवहन विभाग (मुख्यालय), एतद्द्वारा, निम्नलिखित को नामोदित करता है :-

श्री विजय छिब्बर, अपर सचिव और वित्तीय सलाहकार (पोत परिवहन विभाग) (दूरभाष सं.-23710140) (कमरा सं. 409),

(asfamost@hub.nic.in) परिवहन भवन नई दिल्ली-110001 को पोत परिवहन विभाग से संबंधित प्रस्तावों के वित्त संबंधी पहलुओं के संबंध में सभी मामलों के लिए अपील अधिकारी के रूप में।

[फा. सं. आई-35019/3/2006-आर.टी.आई.]

ए. एम. विजयन, अवर सचिव

New Delhi, the 26th December, 2008

S.O. 121.—In Partial modification of S.O. 1443(E) dated 30th September, 2005, 1st September, 2006 and 21st June, 2007 issued under File No. H-11020/2/2005-Estt. and I-35019/3/2006-RTI respectively and in pursuance of sub-section (1) of Section 19 of the Right to Information Act, 2005 (22 of 2005) read with Section 22 of the General Clauses Act, 1897 (10 of 1897), the Department of Shipping (Headquarters), Ministry of Shipping, Road Transport & Highways hereby designates :-

Shri Vijay Chhibber, AS & FA (Department of Shipping) (Tel. No. 23710140) (Room No. 409), (asfamost@hub.nic.in) Transport Bhavan, New Delhi-110001 as Appellate Authority (AA) for all matters concerning financial aspect of proposals relating to Department of Shipping.

[F. No. I-35019/3/2006-RTI]

A. M. VIJAYAN, Under Secy.

(सड़क परिवहन और राजमार्ग विभाग)

नई दिल्ली, 30 दिसम्बर, 2008

का.आ. 122.—केन्द्रीय सरकार राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग) 1976 (यथा संशोधित, 1987) के नियम 10 के उपनियम (4) के अनुसरण में सड़क परिवहन और राजमार्ग विभाग के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय जिसके 80 प्रतिशत से अधिक अर्थात् लगभग शत-प्रतिशत कर्मचारियों ने हिंदी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करते हैं :-

कार्यालय अधीक्षण अभियंता, लखनऊ

[सं. ई-11013/11/2008-हिंदी]

सरोज कुमार दास, संयुक्त सचिव

(Department of Road Transport and Highways)

New Delhi, the 30th December, 2008

S.O. 122.—In pursuance of sub-rule (4) of the Rule, 10 of the Official Language (Use for official purposes of the Union) Rule, 1976 (As Amended, 1987) the Central Government hereby notifies the following office under the administration control of the Department of Road Transport and Highways whereof more than 80% i.e. about 100% staff have acquired the working knowledge of Hindi :-

Office of the Superintending Engineer, Lucknow

[No. E-11013/11/2008-Hindi]

SAROJ KUMAR DASH, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

( उपभोक्ता मामले विभाग )

नई दिल्ली, 31 दिसम्बर, 2008

क्र.आ. 123.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वीट्रान्स स्केल्स प्रा. लि., प्लॉट नं. 102, शाक-सिद्धार्थ कालोनी, इसीआईएल पोस्ट, हैदराबाद-560062 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डब्ल्यू टी-एफ ई डब्ल्यू बी" शृंखला अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "WEITRAN" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/282 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 60 टन है और न्यूनतम क्षमता 400 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

इंडिकेटर के बायीं ओर सील करने के लिए बाहरी कवर और शीर्ष प्लेट को काटते हुए शीर्ष दो कार्नर पर दो छेद किए जाते हैं तथा सत्यापन स्ट्याम्प और सील प्राप्त करने के लिए सीसायुक्त तार से बांधा जाता है। सील को तोड़े बिना इंडिकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 टन से 150 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(132)/2008]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 31st December, 2008

S.O. 123.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge Type) with digital indication of medium accuracy (Accuracy class-III) of series "WT FEWB" and with brand name "WEITRAN" (hereinafter referred to as the said model), manufactured by M/s. Weitrans Scales Private Limited, Plot No. 102, Shank-Siddhartha Colony, ECIL Post, Hyderabad-560062 and which is assigned the approval mark IND/09/08/282;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Type) with a maximum capacity of 60tonne and minimum capacity of 400kg. The verification scale interval (e) is 20kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



Fig. 2—Sealing arrangement

For sealing on the left side of the indicator two holes are made on the top two corners by cutting the outer cover and top plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 150 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (132)/2008]

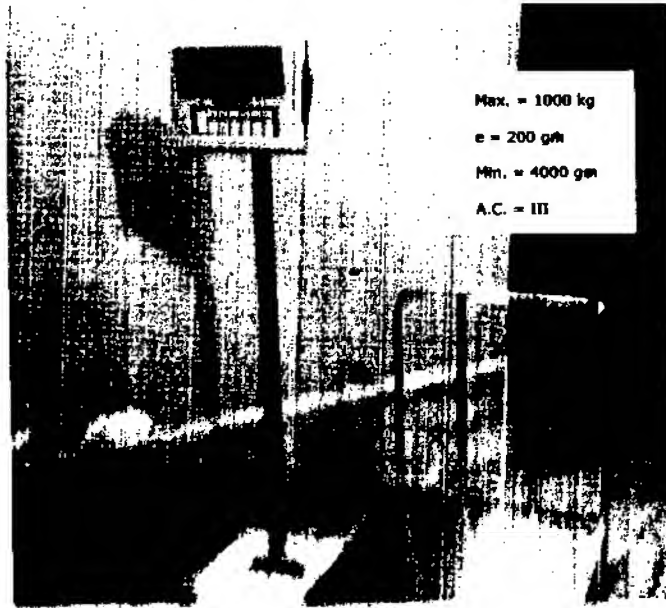
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

क्र.आ. 124.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवन वेइंग सिस्टम लि., 15, दूसरा फ्लोर, बी विंग, कमल कुंज, एस वी रोड, इरला ब्रिज, अंधेरी (वेस्ट) मुम्बई-400058 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ए वी” शृंखला अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एवन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/283 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण के ढांचे में बायीं ओर एक छेद करके इसके जरिए स्टाम्पिंग प्लेट को स्थिर करके सीलबंद किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(122)/2008]

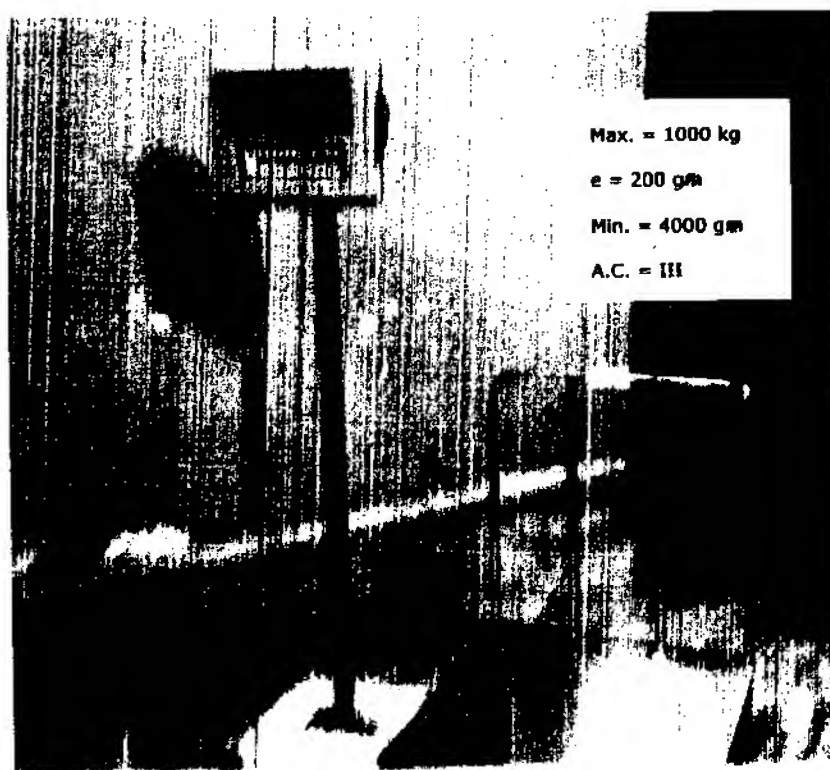
आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st December, 2008

**S.O. 124.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "AV" series of medium accuracy (Accuracy class-III) and with brand name "AVON" (hereinafter referred to as the said model), manufactured by M/s. Avon Weighing System Ltd., 15, 2nd Floor, 'B' Wing, Kamal Kunj, S.V. Road, Irla Bridge, Andheri (W), Mumbai-400058, Maharashtra and which is assigned the approval mark IND/09/08/283;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure—2 Sealing diagram of the model

The sealing is done at the left side of the instrument in the body by drilling a hole and fixing a stamping plate through it. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and upto 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (122)/2008]

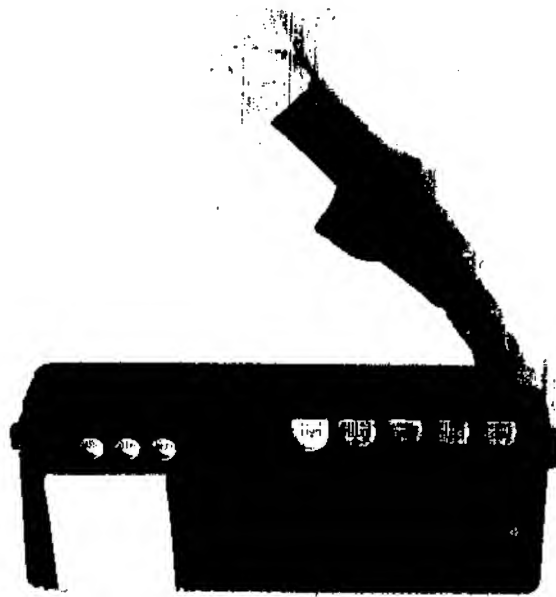
R. MATHURBOOTHAM, Director of Legal Metrology



नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 125.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स क्वांग जुङ्ग आई एंड सी कं., लि., # 229, -10 पो न-2-डॉग, कांगबुक-गु, सिओल, कोरिया द्वारा विनिर्मित “फोनिक्स-3300” अंकक सूचन सहित टैक्सी मीटर के मॉडल का, जिसके ब्रांड का नाम “सेतरा डिजिटल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स सिक्युरिटी ट्रेडर्स, नं. ए-22, दूसरा तल, नारायणा इंडस्ट्रियल एरिया, फेज-II, नई दिल्ली-110028 द्वारा विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/07/87 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



स्टाम्पिंग प्लेट को सील करने के अतिरिक्त, पल्स जनरेटर, केबल कनेक्टिंग प्वाइंट और मैन फेयर मीटर को भी कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद किया जाएगा।

उक्त मॉडल दूरी और समय मापने वाली डेवाइस के साथ लगे अंकक सूचन सहित टैक्सी मीटर का मॉडल है। यह मीटर लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। देय यात्रा भाड़ा यात्रा के दौरान एक निश्चित निर्धारित स्पीड से ऊपर एवं निर्धारित स्पीड से कम पर व्यतीत किए गए समय के दौरान तय की गई दूरी की प्रक्रिया है। मीटर की रीडिंग फ्लोरेसेंट इंडीकेशन पैनल द्वारा दर्शायी जाती है। उपकरण का मॉडल फैक्टर 'के' 660 पल्स प्रति किलोमीटर है।

[फा. सं. डब्ल्यू एम-21(09)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान



New Delhi, the 31st December, 2008

**S.O. 125.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of a Taxi Meter with digital indication of "PHOENIX-3300" with brand name "SETRADIGITAL" (hereinafter referred to as the said model), manufactured by M/s. Kwang Juon I & C Co., Ltd., #229, -10 Pon 2-dong, Kangbuk-gu Seoul, Korea and Marked by M/s. Security Traders No. A-22, II Floor, Naraina Industrial Area, Phase-II, New Delhi-110028 and which is assigned the approval mark IND/13/07/87;



In addition to sealing the stamping plate, sealing shall also be done on the pulse generator, cable connecting points and the main fare meter to prevent their tampering for fraudulent practices.

The said model is a 'Taxi Meter' with digital indication incorporated with a distance and time measuring device. It totalizes continuously and indicates at any moment of the journey, the charges payable by the passenger. The "fare to pay" is a function of the distance travelled above a certain speed and the length of the time occupied below that speed. The reading of the meter is indicated by the Fluorescent Indication Panel. The "k" factor of the model is 660 pulses/km.

[F. No. WM-21 (09)/2007]

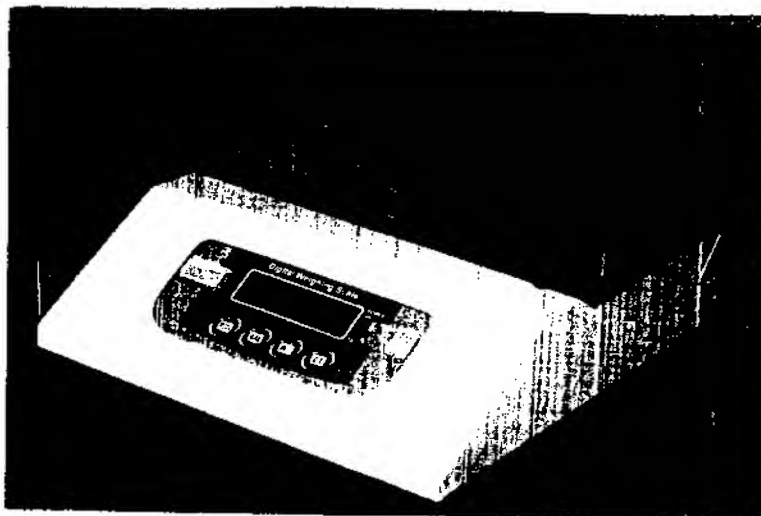
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 126.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दीप इंडस्ट्रीज, हाऊस नं. 1/5059, गली नं 2, बलबीर नगर, शाहदरा, दिल्ली-110032 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ईटीजे" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ECNOTECH" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/569 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 250 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।



#### मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए और सर्किट डायग्राम और मैकेनिकल एसेम्बली की सुरक्षा के लिए इंडीकेटर के दायीं तरफ/पीछे की तरफ स्टाम्पिंग प्लेट पर लीड सील लगाई जाती है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(219)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st December, 2008

S.O. 126.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "ETJ" and with brand name "ECONOTECH" (hereinafter referred to as the said model), manufactured by M/s. Deep Industries, House No. 1/5059, Gali No. 2, Balbir Nagar, Shahadara, Delhi-110032 and which is assigned the approval mark IND/09/08/569;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 30kg and minimum capacity of 100kg. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

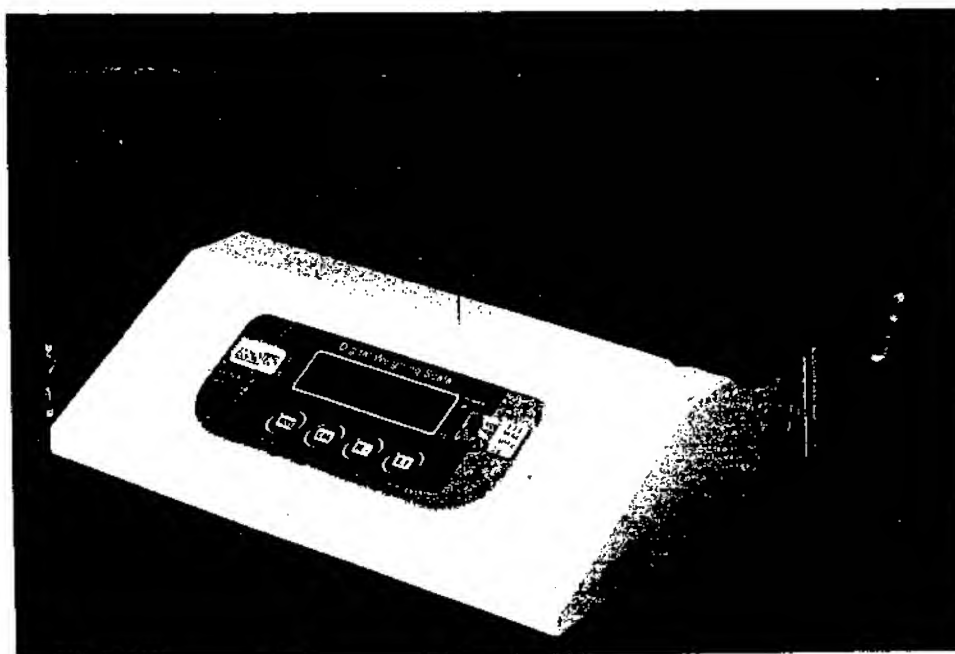


Figure-2 Schematic diagram of the model

Lead seal is affixed on the stamping plate at the right side/back side of the scale for the security of circuit diagram and mechanical assembly to avoid the fraudulent use. The instrument can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where 'k' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (219)/2008]

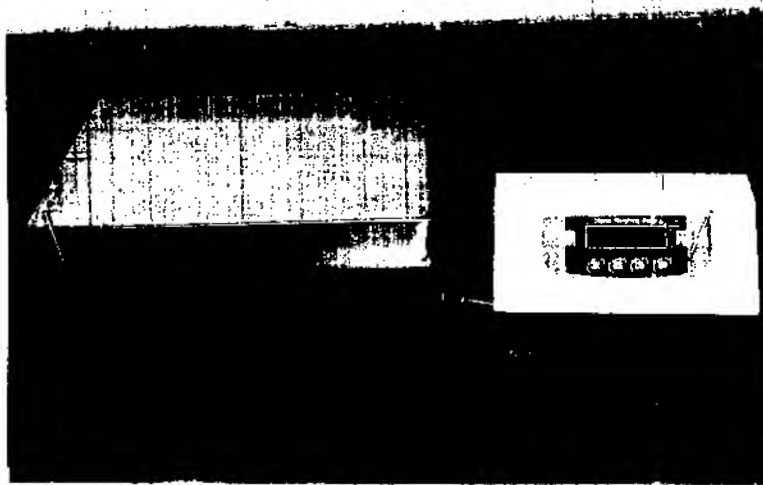
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 127.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दीप इंडस्ट्रीज, हाऊस नं. 1/5059, गली नं. 2, बलबीर नगर, शाहदरा, दिल्ली-110032 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "इपीएफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्रांड का नाम "ECHNOTECH" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/570 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. है और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों से रोकने के लिए और सर्किट डायग्राम और मैकेनिकल एसेम्बली की सुरक्षा के लिए इंडीकेटर के दायीं तरफ/पीछे की तरफ स्टाम्पिंग प्लेट पर लौह सील लगाई जाती है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5,000 तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ ,  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(219)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st December, 2008

**S.O. 127.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "EPF" and with brand name "ECONOTECH" (hereinafter referred to as the said model), manufactured by M/s. Deep Industries, House No. 1/5059, Gali No. 2, Balbir Nagar, Shahadara, Delhi-110032 and which is assigned the approval mark IND/09/08/570;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 200kg and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



Sealing provision of the indicator of model

Lead seal is affixed on the stamping plate at the right side/back side of the indicator for the security of circuit diagram and mechanical assembly to avoid the fraudulent use. The indicator can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where 'k' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (219)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 128.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स एक्सट्रीम टेक्नोलॉजी, # नं. 9, शांति स्ट्रीट, देवी नगर, अन्नानूर, अवाडी, चेन्नै-600109 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ई एक्स आर” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्सट्रीम” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/280 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट्स और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

तुला के बायीं ओर सील करने के लिए तल पर दो छेद बाहरी कवर और तल प्लेट को काटकर किए जाते हैं तथा सीसीयुक्त तार से सत्यापन स्ट्याम्प और सील प्राप्त करने के लिए बांधा जाता है। तुला को सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) सहित 50 कि.ग्रा. की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(125)/2008]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

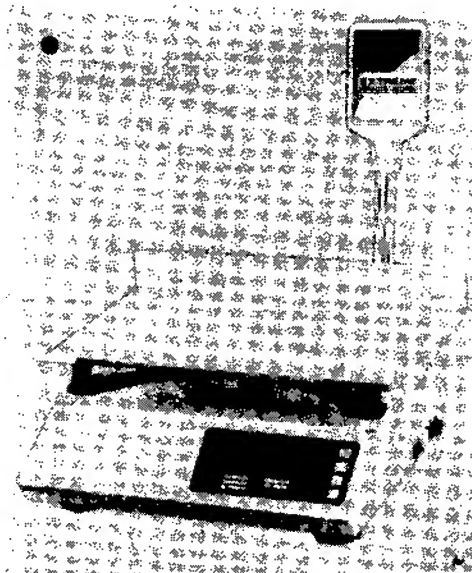


New Delhi, the 31st December, 2008

**S.O. 128.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "EXR" series of medium accuracy (Accuracy class-III) and with brand name "EXTREME" (hereinafter referred to as the said model), manufactured by M/s. Extreme Technologies, # No. 9, Shanthi Street, Devi Nagar, Annanur, Avadi, Chennai-600109 and which is assigned the approval mark IND/09/08/280;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



For sealing on the left side of the balance two holes are made at the bottom by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The balance cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where 'k' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (125)/2008]

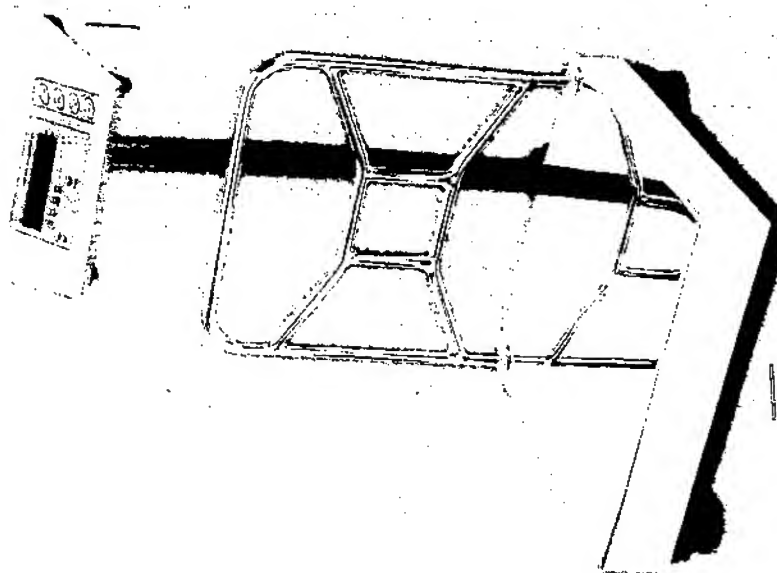
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 129.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एक्सट्रीम टेक्नोलॉजी, # नं. 9, शांति स्ट्रीट, देवी नगर, अन्नानूर, अवाडी, चेन्नै-600109 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "इ एक्स पी" शृंखला अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एक्सट्रीम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/08/281 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

तुला के बायीं ओर सील करने के लिए तल पर दो छेद बाहरी कवर और तल प्लेट को काटकर किए जाते हैं तथा सीसायुक्त तार से सत्यापन स्टाम्प और सील प्राप्त करने के लिए बांधा जाता है। तुला को सील तोड़े बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(125)/2008]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st December, 2008

**S.O. 129.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of "EXP" series of medium accuracy (Accuracy class-III) and with brand name "EXTREME" (hereinafter referred to as the said model), manufactured by M/s. Extreme Technologies, # No. 9, Shanthi Street, Devi Nagar, Annanur, Avadi, Chennai-600109 and which is assigned the approval mark IND/09/08/281;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

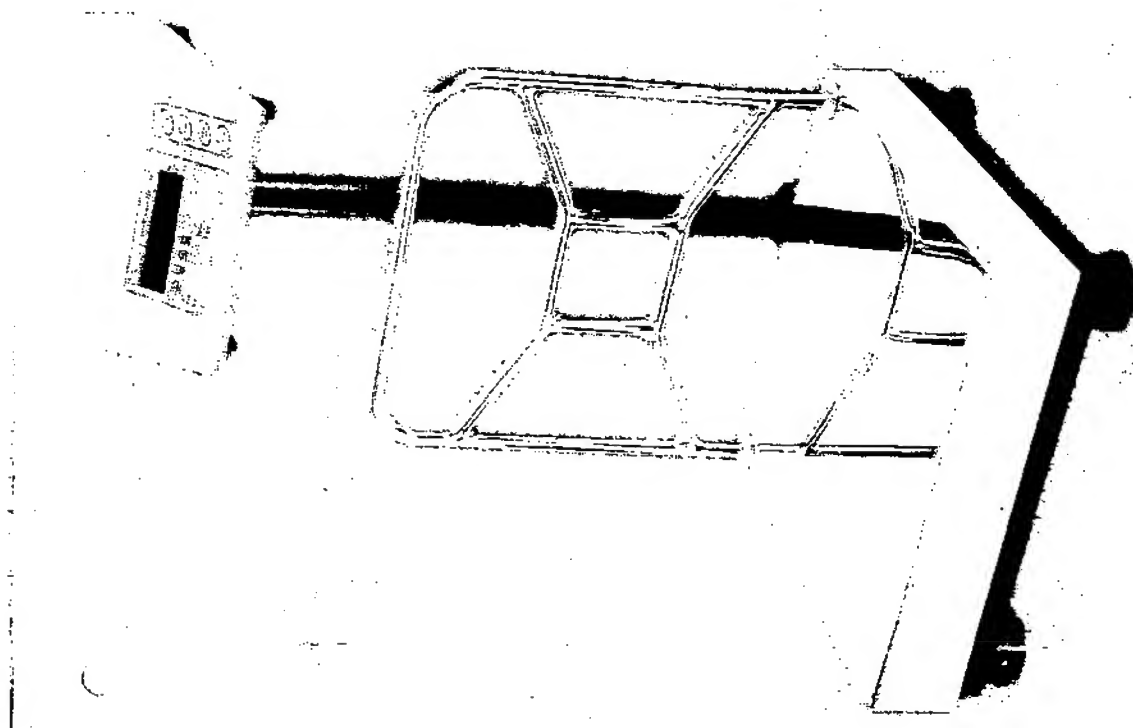


Fig.-2 Sealing diagram of the model

For sealing on the left side of the indicator two holes are made at the bottom by cutting the outer cover and bottom plate and fastened by a leaded wire for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5,000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where 'k' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (125)/2008]

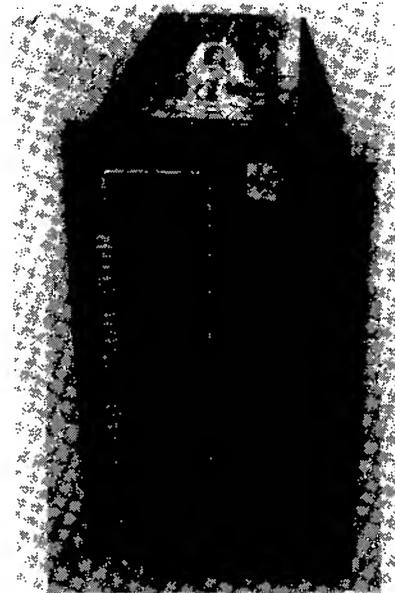
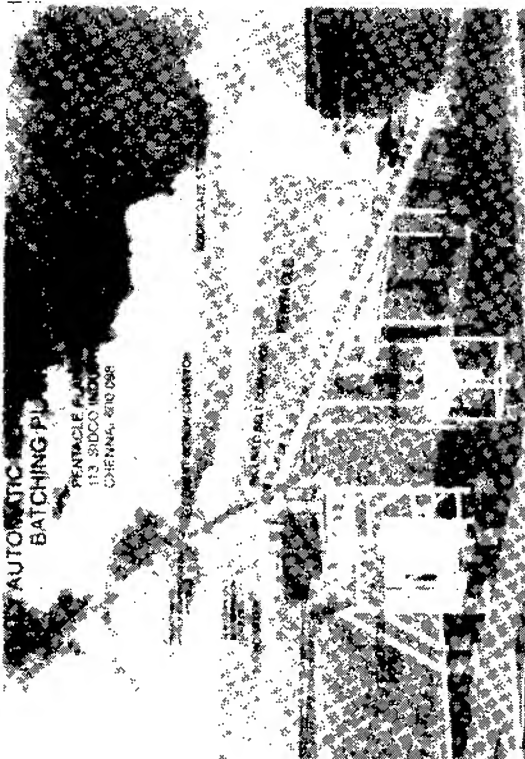
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 31 दिसम्बर, 2008

का.आ. 130.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पेंटेकल प्लांट एंड मशीनरी प्रा. लि., # 113, सिडको इंडस्ट्रियल एस्टेट, अम्बातूर, चेन्नै-600098 द्वारा विनिर्मित यथार्थता वर्ग-I वाले "आई बी" शृंखला के डिस्कटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर-बेचिंग प्लांट) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "पेंटेकल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/241 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण टोटलाइजिंग हुपर व्हीयर-बेचिंग प्लांट है। इसकी अधिकतम क्षमता 1250 कि.ग्रा. है और न्यूनतम क्षमता 200 कि. ग्रा. है और सत्यापन मापमान अंतराल (ई) 1 कि. ग्रा. है। उक्त मशीन को आर एम सी सीमेंट बेचिंग प्लांट आदि में विभिन्न इंग्रिडेंट्स को तोलने और भरने के लिए डिजाइन किया गया है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।



सिलिंग का तरीका और स्थान : इंडीकेटर के पीछे 2 छेद किए जाते हैं, एक शीर्ष दायीं तरफ और एक आउटर कवर काट कर तल में बायीं तरफ तथा स्ट्याम्प और सील के सत्यापन के लिए लीड वायर से बांधा जाता है। सील तोड़े बिना इसे खोला नहीं जा सकता।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 200 कि. ग्रा. से 20,000 तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(101)/2008]

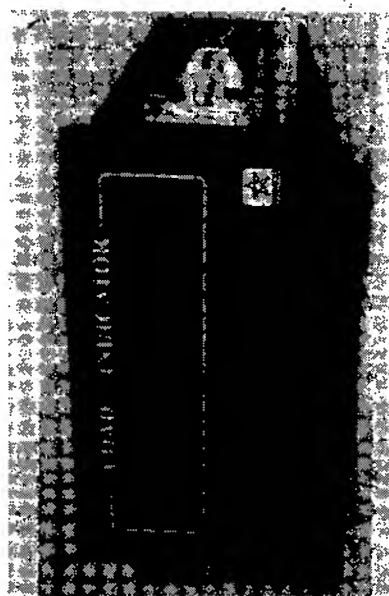
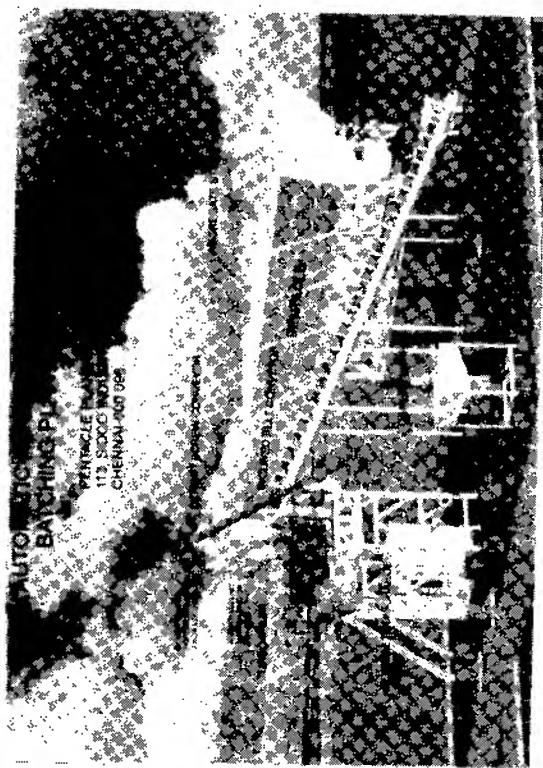
आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st December, 2008

S.O. 130.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher-Batching Plant) with digital indication and of Accuracy I, series "IB" and with brand name "PENTACLE" (hereinafter referred to as the said model), manufactured by M/s. Pentacle Plant and Machineries Pvt. Ltd., #113, Sidco, Industrial Estate, ambatur, Chennai-600098 and which is assigned the approval mark IND/09/08/241;

The said model is a strain gauge type load cell based Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher-Batching Plant) with a maximum capacity of 1250kg and minimum capacity of 200kg. The verification scale interval (e) is 1kg. The machine is designed for weighing and filling the various ingredient used in RMC cement batching plant etc. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



**Manner & Place of Sealing :** By the rear side of the indicator 2 holes are made one on top right side and one on bottom left side by cutting the outer cover and fastened by a leaded wire for receiving the verification stamp and seal. It cannot be opened without tampering the seal.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 200 kg to 2000 kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (101)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology



**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 5 जनवरी, 2009

का. आ. 131.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2441 तारीख 21 अगस्त, 2008 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा पुडुचेरी यूनियन टैरिटोरी में वलन्थारवई से आर. के. एनर्जी पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 11-11-2008 से 17-11-2008 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में निर्धारित अवधि में जनता से कोई आक्षेप प्राप्त नहीं हुए,

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार के अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

**अनुसूची**

जिला	तहसील	गाँव	सर्वे नं.	क्षेत्रफल (हेक्टेयर में)
रामा-	रामा-	53.	203-4B/IC	0.04.5
नाथापुरम	नाथापुरम	वलन्थारवई	203-4B2	0.07.0
			203-2A	0.05.0 G.P
			204-3B	0.06.5
			204-3A	0.07.0
			205	0.10.0
<b>जोड़</b>				<b>0.40.0</b>

[फा. सं. एल-14014/17/2008-जी. पी.]

के. के. शर्मा, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 5th January, 2009

S.O. 131.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas S.O. No. 2441 dated 21st August, 2008 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying Valanthuravai to Arkey energy pipeline for the transportation of natural gas in the Puducherry Union Territory by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 11-11-2008 to 17-11-2008;

And whereas no objections were received from the public to the laying of the pipeline within the stipulated time;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipelines shall, instead of vesting in the Government of India, vest, on the date of the publication of the declaration, in GAIL (India) Limited, free from all encumbrances.

**SCHEDULE**

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In hect.)
Ramanatha-	Ramanatha-	53. Valan-	203-4B/IC	0.04.5
puram	puram	tharavai	203-4B2	0.07.0
			203-2A	0.05.0 G.P
			204-3B	0.06.5
			204-3A	0.07.0
			205	0.10.0
<b>TOTAL</b>				<b>0.40.0</b>

[F. No. L-14014/17/2008-G.P.]

K. K. SHARMA, Under Secy.



नई दिल्ली, 5 जनवरी, 2009

का.आ. 132.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इस में इस के पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2936 तारीख 04 अक्टूबर 2007, का.आ. 442 तारीख 26<sup>th</sup> February 2008 द्वारा तामिलनाडु राज्य में चेन्नई पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनालि रिफ़ैनेरी से देवनगुंदि टर्मिनल, बैंगलोर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सि. बि. पि. एल पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 20-12-2007 & 16-05-2008 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी बिल्लगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

### अनुसूची

तालूका : तिरुथानि	जिला : तिरुवालुर		राज्य : तामिलनाडु		
गाँव का नाम	सर्वेक्षण सं-खण्ड सं	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6
33, आरुंगुलम	372	15	0	02	90
	372	14	0	03	20
	372	12	0	01	50
	372	11	0	02	43

372	10	0	01	33
372	8	0	03	00
372	9	0	00	90
372	7	0	03	72
372	6	0	01	00
372	3	0	01	60
372	2	0	07	05
372	4	0	03	50

[फा. सं. आर-25011/11/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 5th January, 2009

S. O. 132.— Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2936 dated the 4<sup>th</sup> October, 2007 and the amendments in the notification S.O. 442 dated the 26<sup>th</sup> February 2008 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali in the State of Tamil Nadu to Devanguthi Terminal, Bangalore, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Chennai-Bangalore Pipeline Project.

And whereas, copies of the said notification were made available to the public from 20.12.2007 and 16.05.2008;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

## Schedule

Taluk : Tiruttani	District : Tiruvallur		State : Tamilnadu		
Name of the Village	Survey No.	Subdivision No.	Hectare	Are	Square Meter.
1	2	3	4	5	6
33, Arungulam	372	15	0	02	90
	372	14	0	03	20
	372	12	0	01	50
	372	11	0	02	43
	372	10	0	01	33
	372	8	0	03	00
	372	9	0	00	90
	372	7	0	03	72
	372	6	0	01	00
	372	3	0	01	60
	372	2	0	07	05
	372	4	0	03	50

[F. No. R-25011/11/2007-O.R.-I]  
S. K. CHITKARA, Under Secy.

नई दिल्ली, 12 जनवरी, 2009

का. आ. 133.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इस में इस के पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ 2936 04 अक्टूबर 2007, का.आ. 1288 तारीख 30 मई 2008 द्वारा तामिलनाडु राज्य में चेन्नई पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनालि कि रिफ़ैनेरी से देवनगुंदि टर्मिनल, बैंगलोर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सि. बि. पि. एल पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 20-12-2007 & 08-08-2008 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी बिल्लगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

### अनुसूची

तालुका : उत्तुकोटाई	जिला : तिरुवालयूर		राज्य : तामिलनाडु		
गाँव का नाम	सर्वेक्षण सं-खण्ड सं.	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6
93. कोडाकुप्पम	95	1ए	00	01	00
24. मेयुर	204	5	0	02	00
	204	3	0	01	62
	656	2	0	01	08
19. ओडाप्पाइ	8	1	0	04	50
	8	2	0	04	50
	8	9ए	0	02	00
	3	1ए	0	28	00
	3	1बी	0	03	53
	3	2ए	0	02	25
	3	3ए	0	05	00
	3	4ए	0	01	00
16. आड्रामवक्कम	17	1सी	0	03	60
	17	1बी	0	01	82
13. नामबक्कम	136	6	0	01	00
	106	4	0	08	00

तालुका : तिरुवाल्लुर	जिला : तिरुवाल्लुर		राज्य : तामिलनाडु		
गाँव का नाम	सर्वेक्षण सं-खण्ड सं	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6

31. वेगल	425	15	0	02	94
	425	14	0	01	55
	425	16	0	05	76
	425	17	0	04	68
	428	8	0	01	92
	238	1	0	02	00
	238	4ए	0	02	50
	238	4बी	0	01	87
	237	2बी	0	05	40
	237	2ए	0	05	80
	205	2	0	01	40
	203	3	0	01	00
	203	2	0	01	56
	202	3	0	04	36
	199	3	0	05	69
21. एराइयुर	4	2ए	0	03	80
7. सेंद्रामपल्ल्याम	58	2	0	00	40
	525	3	0	01	00
30. सेमबेडु	63	3	0	02	16

तालुका : तिरुवानि	जिला : तिरुवाल्लुर		राज्य : तामिलनाडु		
गाँव का नाम	सर्वेक्षण सं-खण्ड सं	उप-खण्ड सं.	हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6

26. पोन्नपाडि	144	10	0	01	66
	144	11	0	00	48
	144	12	0	03	24

[फा. सं. आर-25011/11/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 12th January, 2009

**S. O. 133.**—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.2936 dated: 04-10-2007 for Sembedu Village & S.O. 1288 dated the 30<sup>th</sup> May, 2008 for other villages issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali in the State of Tamil Nadu to Devanguthi Terminal, Bangalore, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Chennai-Bangalore Pipeline Project.

And whereas, copies of the said notifications were made available to the public from 20-12-2007 & 08.08.2008.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

### Schedule

Taluk : Uthukottai	District : Tiruvallur		State : Tamilnadu		
Name of the Village	Survey No.	Subdivision No.	Hectare	Are	Square Meter.
1	2	3	4	5	6
93, Kottakuppam	95	1A	0	01	00
24, Meyyur	204	5	0	02	00
	204	3	0	01	62
	656	2	0	01	08
19, Odappai	8	1	0	04	50
	8	2	0	04	50
	8	9A	0	02	00



1	2	3	4	5	6
	3	1A	0	28	00
	3	1B	0	03	53
	3	2A	0	02	25
	3	3A	0	05	00
	3	4A	0	01	00
16, Attrambakkam	17	1C	0	03	60
	17	1B	0	01	82
13, Nambakkam	136	6	0	01	00
	106	4	0	08	00

Taluk : Tiruvallur		District : Tiruvallur		State : Tamilnadu	
Name of the Village	Survey No.	Subdivision No.	Hectare	Are	Square Meter.
1	2	3	4	5	6
31, Vengal	425	15	0	02	94
	425	14	0	01	55
	425	16	0	05	76
	425	17	0	04	68
	428	8	0	01	92
	238	1	0	02	00
	238	4A	0	02	50
	238	4B	0	01	87
	237	2B	0	05	40
	237	2A	0	05	80
	205	2	0	01	40
	203	3	0	01	00
	203	2	0	01	56
	202	3	0	04	36
	199	3	0	05	69
21, Erraiyur	4	2A	0	03	80
7, Sendrayanpalyam	58	2	0	00	40
	525	3	0	01	00
30, Sembodu	63	3	0	02	16

Taluk : Tiruttani	District : Tiruvallur		State : Tamilnadu		
Name of the Village	Survey No.	Subdivision No.	Hectare	Are	Square Meter.
1	2	3	4	5	6
26, Ponpadi	144	10	0	01	66
	144	11	0	00	48
	144	12	0	03	24

[F. No. R-25011/11/2007-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 14 जनवरी, 2009

का. आ. 134.— केन्द्रीय सरकारने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधिन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. और तारीख की नीचे दी गई अनुसूची में यथा उल्लेखित तारीख की अधिसूचना, का. आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूचि में विनिर्दिष्ट भूमि के अधिकार के अर्जन का अधिकार प्राप्त किया था ।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लगनों से मुक्त है, उपयोग का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था ।

और सक्षम प्राधिकारीने केन्द्रीय सरकार को रिपोर्ट दी है कि गुजरात राज्य में कोयली से रतलाम पाइपलाइन के मार्गाधिकार में अनुसूची में उक्त ग्रामों की भूमियों में पाइपलाइन बिछाई जा चुकी है । अतः इन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की संलग्न अनुसूची में विनिर्दिष्ट किया जाता है ।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण - 1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ -7 में उल्लेखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है ।

## अनुसूची

क्र.सं.	का. आ. नं. एवं दिनांक	गाँव का नाम	तालुका	जिला	राज्य	प्रचालन सम्पत्ति की तारीख
1	2	3	4	5	6	7
1	965 दिनांक 10-03-2006	रोजम	दाहोद	दाहोद	गुजरात	31-03-2008
2		जेकोट				
3		रामपुरा				
4		कालीतलाई				
5		छापरी				
6		बोरवानी				
7		खरोड				
8		ऊसरवान				
9		उकरडी				
10		राजपुर				
11		खरेडी				
12		नानी रणापुर				
13		नवागाम				
14		तनचीया				
15		हिमाला				
16		कोटडा खुर्द				
17		राखरडा				
18		उदार				
19		खैग				

[फा. सं. आर-25011/1/2009-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 14th January, 2009

S.O. 134.—Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number and date as mentioned in the schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the land specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in said lands, free from all encumbrances in the Indian Oil Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from Koyali to Ratlam through the villages in the State of Gujarat mentioned in the Schedule has been laid in the said lands, so the operation may be terminated in respect of the land description of which in brief is specified in the schedule annexed to this notification.

Now, therefore, as required under explanation – 1 of rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 7 of the said Schedule as the dates of termination of operation.

### **SCHEDULE**

Sr.No.	S.O.No & Date	Name of Village	Taluka	District	State	Date of Termination of Operation
1	2	3	4	5	6	7
1	965 dated 10.03.2006	Rozam	Dahod	Dahod	Gujarat	31.03.2008
2	"	Jekot				
3	"	Rampura				
4	"	Kalitalai				
5	"	Chapari				
6	"	Borvani				
7	"	Kharod				
8	"	Usarvan				
9	"	Ukardi				
10	"	Rajpur				
11	"	Kharedi				
12	"	Nani Ranapur				
13	"	Navagam				
14	"	Tanachiya				
15	"	Himala				
16	"	Kotadakhurd				
17	"	Rachharda				
18	"	Udar				
19	"	Khang				

[F. No. R-25011/1/2009-O.R.-I]  
S. K. CHITKARA, Under Secy.

नई दिल्ली, 14 जनवरी, 2009

**का. आ. 135.—**केन्द्रीय सरकारने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधिन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. और तारीख की नीचे दी गई अनुसूची में यथा उल्लेखित तारीख की अधिसूचना, का. आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि के अधिकार के अर्जन का अधिकार प्राप्त किया था ।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लगनों से मुक्त है, उपयोग का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था ।

और सक्षम प्राधिकारीने केन्द्रीय सरकार को रिपोर्ट दी है कि गुजरात राज्य में कोयली से रतलाम पाइपलाइन के मार्गाधिकार में अनुसूची में उक्त ग्रामों की भूमियों में पाइपलाइन बिछाई जा चुकी है । अतः इन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की संलग्न अनुसूची में विनिर्दिष्ट किया जाता है ।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण - 1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ -7 में उल्लेखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है ।

## અનુસૂચી

क्र.सं.	का. आ. नं. एवं दिनांक	गाँव का नाम	तालुका	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1	963 दिनांक 10-03-2006	आसोज	वडोदरा	वडोदरा	गुजरात	5.7.2008
2	964 दिनांक 10-03-2006	पीलोल	सावली	वडोदरा	गुजरात	5.7.2008
		इन्द्राल				
		वेमार				
		गरधीया				
		वडदला				
		हरिपुरा				
		गांगडीया				
		अदलवाडा				
		लोटना				
		सादर				
		मुढेला				
		सीगानीया				
		खाखरीया				
3	966 दिनांक 10-03-2006	नाथुडी	बारिया	दाहोद	गुजरात	5.7.2008
		रामा				
		कालीयागोटा				
		रेबारी				
		मोटीझारी				
		पीपलोद				
		पंचेला				
4	967 दिनांक 10-03-2006	प्रतापपुरा	लीमखेडा	दाहोद	गुजरात	5.7.2008
		पानीया				
		पलाली				
		अंधारी				
		खुंधा				
		खीरखाई				
		डघारा				
		वलुन्दी				
		पोलीसीमल				
		टाटाघाटी				



## अनुसूची

क्र.सं.	का. आ. नं. एवं दिनांक	गाँव का नाम	तालुका	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
5	1050 दिनांक 14-03-2006	कंजरी (चंद्रपुरा) मुवाळा	हालोल	पंचमहाल	गुजरात	5.7.2008
6	1051 दिनांक 14-03-2006	दामावाव शेरपुरा सीमलीया खीलौडी (वीचवानी) शनीयादा	घोघंबा	पंचमहाल	गुजरात	5.7.2008
7	1052 दिनांक 14-03-2006	गोलाव दहीकोट	गोधरा	पंचमहाल	गुजरात	5.7.2008
8	1053 दिनांक 14-03-2006	मधवास अनिदरा जेतपुर जमनापुर अलवा कंडाच उतरेडिया अलाली व्यासदा अदादरा भूखी फनसी करोली	कालोल	पंचमहाल	गुजरात	5.7.2008

[फा. सं. आर-250/1/1/2009-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 14th January, 2009

**S. O. 135.—**Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number and date as mentioned in the schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the land specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in said lands, free from all encumbrances in the Indian Oil Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from Koyali to Ratlam through the villages in the State of Gujarat mentioned in the Schedule has been laid in the said lands, so the operation may be terminated in respect of the land description of which in brief is specified in the schedule annexed to this notification.

Now, therefore, as required under explanation – 1 of rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 7 of the said Schedule as the dates of termination of operation.

**SCHEDULE**

Sr.No.	S.O.No & Date	Name of Village	Taluka	District	State	Date of Termination of Operation
1	2	3	4	5	6	7
1	963 dated 10.03.2006	Asoj	Vadodara	Vadodara	Gujarat	5.07.2008
2	964 dated 10.03.2006	Pilol	Savli	Vadodara	Gujarat	5.07.2008
	"	Indral	"	"	"	"
	"	Vemar	"	"	"	"
	"	Garadhiya	"	"	"	"
	"	Vadadla	"	"	"	"
	"	Haripura	"	"	"	"
	"	Gangadiya	"	"	"	"
	"	Adalwada	"	"	"	"
	"	Lotana	"	"	"	"
	"	Sadar	"	"	"	"
	"	Mundhela	"	"	"	"
	"	Singaniya	"	"	"	"
	"	Khakhariya	"	"	"	"
3	966 dated 10.03.2006	Nathudi	Bariya	Dahod	Gujarat	5.07.2008
	"	Rama	"	"	"	"
	"	Kaliyakota	"	"	"	"
	"	Rebari	"	"	"	"
	"	Motizari	"	"	"	"
	"	Piplod	"	"	"	"
	"	Panchela	"	"	"	"
4	967 dated 10.03.2006	Pratappura	Limkheda	"	"	"

	"	Paniya	"	"	"	"
	"	Palali	"	"	"	"
	"	Andhari	"	"	"	"
	"	Kundha	"	"	"	"
	"	Khirkhai	"	"	"	"
	"	Dhadhara	"	"	"	"
	"	Valundi	"	"	"	"
	"	Polisimal	"	"	"	"
	"	Tataghati	"	"	"	"
5	1050 dated 14.03.2006	Kanjari (Chandrapura)	Halol	Panchmahal	Gujarat	5.07.2008
6	1051 dated 14.03.2006	Damavav	Ghoghamba	Panchmahal	Gujarat	5.07.2008
	"	Sherpura	"	"	"	"
	"	Simaliya	"	"	"	"
	"	Khilodi (Richvani)	"	"	"	"
	"	Shaniyada	"	"	"	"
7	1052 dated 14.03.2006	Gollav.	Godhra.	Panchmahal	Gujarat	5.07.2008
		Dahikot	"	"	"	"
8	1053 dated 14.03.2006	Madhvas	Kalol	Panchmahal	Gujarat	5.07.2008
	"	Anidara	"	"	"	"
	"	Jetpur	"	"	"	"
	"	Jamnapur	"	"	"	"
	"	Alva	"	"	"	"
	"	Kandach	"	"	"	"

	"	Utarediya	"	"	"	"
	"	Alali	"	"	"	"
	"	Vyasda	"	"	"	"
	"	Adadara	"	"	"	"
	"	Bhukhi	"	"	"	"
	"	Fansi	"	"	"	"
	"	Karoli	"	"	"	"

[F. No. R-25011/1/2009-O.R.-I]  
S. K. CHITKARA, Under Secy.

नई दिल्ली, 14 जनवरी, 2009

का.आ. 136.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. और तारीख की नीचे दी गई अनुसूची में यथा उल्लेखित तारीख की अधिसूचना, का.आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूचि में विनिर्दिष्ट भूमि के अधिकार के अर्जन का अधिकार प्राप्त किया था।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लगनों से मुक्त हैं, उपयोग का अधिकार इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित किया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मध्यप्रदेश राज्य में कोयली से रतलाम पाइपलाइन के मार्गाधिकार में अनुसूची में उक्त ग्रामों की भूमियों में पाइपलाइन बिछाई जा चुकी है। अतः इन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की संलग्न अनुसूची में विनिर्दिष्ट किया जाता है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तम्भ-7 में उल्लेखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

## अनुसूची

क्र.	का.आ.व दिनांक	गांव का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2613/04.07.2006	जामनीया	मेघनगर	झाबुआ	मध्यप्रदेश	31.07.2008
2	2613/04.07.2006 5022/18.12.2006 1781/11.07.2008	मेघनगर	—	—	—	—
3	2613/04.07.2006	गुजरपाडा	—	—	—	—
4	2613/04.07.2006	सजेलीजोखनीसात	—	—	—	—
5	2613/04.07.2006	सजेलीमालजीसात	—	—	—	—
6	2613/04.07.2006	सजेलीनरसिंगपुरा	—	—	—	—
7	2613/04.07.2006	सजेलीदामनासात	—	—	—	—
8	2613/04.07.2006	शिवगढ़	—	—	—	—
9	2613/04.07.2006	कुण्डला	—	—	—	—
10	5022/18.12.2006 1781/11.07.2008	नवापाडाधन्ना	—	—	—	—
11	2613/04.07.2006	जामदा	—	—	—	—
12	2613/04.07.2006 5022/18.12.2006	दांडनीया	—	—	—	02.12.2008
13	2613/04.07.2006	नाहरपुरा	—	—	—	—
14	2613/04.07.2006	फुलेडी	—	—	—	—
15	2613/04.07.2006 5022/18.12.2006	बेड़ावली	—	—	—	—
16	2613/04.07.2006	फुटतालाब	—	—	—	—
17	2613/04.07.2006 5022/18.12.2006 1781/11.07.2008	नौगांवा	—	—	—	—
18	2613/04.07.2006 5022/18.12.2006	गुदाछोटा	—	—	—	—
19	2613/04.07.2006 5022/18.12.2006	महुडा	—	—	—	—
20	2613/04.07.2006	पंचपीपलीया	—	—	—	—



21	2612/04.07.2006 5021/18.12.06	सेमलपाड़ा	धादला	—"	—"	31.07.2008
22	2612/04.07.2006	पाटडी	—"	—"	—"	—"
23	2612/04.07.2006 5021/18.12.2006	सागवा	—"	—"	—"	—"
24	2612/04.07.2006	नारेला	—"	—"	—"	—"
25	2612/04.07.2006	रुखमणीपाड़ा	—"	—"	—"	—"
26	2612/04.07.2006 5021/18.12.2006 1782/11.07.2008	नाहरपुरा	—"	—"	—"	—"
27	2612/04.07.2006	गुलरीपाड़ा	—"	—"	—"	02.12.2008
28	2612/04.07.2006 5021/18.12.2006	खवासा	—"	—"	—"	—"
29	2612/04.07.2006	सेमलिया	—"	—"	—"	—"
30	2612/04.07.2006	मेरुगढ	—"	—"	—"	—"
31	2612/04.07.2006	चरपोटीपाड़ा	—"	—"	—"	—"
32	2610/04.07.2006	सिंदुरीया	बाजना	रतलाम	—"	31.07.2008
33	2610/04.07.2006	बीकापाटन	—"	—"	—"	—"
34	2610/04.07.2006	धामनीया	—"	—"	—"	—"
35	2610/04.07.2006	आमलीपाड़ा	—"	—"	—"	—"
36	2610/04.07.2006 5023/19.12.2006	जाबड	—"	—"	—"	02.12.2008
37	2610/04.07.2006	मौरदुका	—"	—"	—"	—"
38	2610/04.07.2006	मलवासी	—"	—"	—"	—"
39	2610/04.07.2006 1782/11.07.2008	बिलडी	—"	—"	—"	—"
40	2611/04.07.2006 5024/19.12.2006	धनार्जुनपाड़ा	रतलाम	—"	—"	31.07.2008
41	2611/04.07.2006 1782/11.07.2008	राजपुरा	—"	—"	—"	—"

42	2611/04.07.2006	सरयनीखुर्द	—"	—"	—"	—"
43	2611/04.07.2006	बिबबोद	—"	—"	—"	—"
44	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	जुलवानीया	—"	—"	—"	—"
45	5024/19.12.2006	नंदलई	—"	—"	—"	—"
46	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	बंजली	—"	—"	—"	—"
47	2611/04.07.2006 1782/11.07.208	सेजावता	—"	—"	—"	—"
48	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	बांगरोद	—"	—"	—"	—"
49	2611/04.07.2006	सांवलीयारुण्डी	—"	—"	—"	02.12.2008

[फा. सं. आर-25011/24/2009-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 14th January, 2009

S. O. 136.—Whereas by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas. S.O. number and date as mentioned in the schedule below issued under sub section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the land specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in said lands, free from all encumbrances is the Indian Oil Corporation Limited.

And whereas the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from koyali to Ratlam through the villages in the State of Madhya Pradesh mentioned in the Schedule has been laid in the said lands, so the operation may be terminated in respect of the land description of which in brief is specified in the schedule annexed to this notification.

Now, therefore, as required under explanation - 1 of rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 7 of the said Schedule as the dates of termination of operation..

## Schedule

Sr. No.	S.O.N. & Date	Name of Village	Tahsil	District	State	Date of Termination of Operation
1	2613/04.07.2006	Jamniya	Meghnagar	Jhabua	Madhya Pradesh	31.07.2008
2	2613/04.07.2006 5022/18.12.2006 1781/11.07.2008	Meghnagar	—	—	—	—
3	2613/04.07.2006	Gujarpada	—	—	—	—
4	2613/04.07.2006	Sajeli jokhani sat	—	—	—	—
5	2613/04.07.2006	Sajeli malji sat	—	—	—	—
6	2613/04.07.2006	Sajeli narsing pura	—	—	—	—
7	2613/04.07.2006	Sajeli damna sat	—	—	—	—
8	2613/04.07.2006	Shivgarh	—	—	—	—
9	2613/04.07.2006	Kundla	—	—	—	—
10	5022/18.12.2006 1781/11.07.2008	Navapada Dhanna	—	—	—	—
11	2613/04.07.2006	Jamda	—	—	—	—
12	2613/04.07.2006 5022/18.12.2006	Dadhaniya	—	—	—	02.12.2008
13	2613/04.07.2006	Naharpura	—	—	—	—
14	2613/04.07.2006	Phuledi	—	—	—	—
15	2613/04.07.2006 5022/18.12.2006	Bedawali	—	—	—	—
16	2613/04.07.2006	Phoot talab	—	—	—	—
17	2613/04.07.2006 5022/18.12.2006 1781/11.07.2008	Naugawa	—	—	—	—
18	2613/04.07.2006 5022/18.12.2006	Guda Choota	—	—	—	—
19	2613/04.07.2006 5022/18.12.2006	Mahuda	—	—	—	—
20	2613/04.07.2006	Panch pipliya	—	—	—	—

21	2612/04.07.2006 5021/18.12.06	Semalpada	Thandla	—"	—"	31.07.2008
22	2612/04.07.2006	Patdi	—"	—"	—"	—"
23	2612/04.07.2006 5021/18.12.2006	Sagawa	—"	—"	—"	—"
24	2612/04.07.2006	Narela	—"	—"	—"	—"
25	2612/04.07.2006	Rukhamanipada	—"	—"	—"	—"
26	2612/04.07.2006 5021/18.12.2006 1782/11.07.2008	Naharpura	—"	—"	—"	—"
27	2612/04.07.2006	Gulripada	—"	—"	—"	02.12.2008
28	2612/04.07.2006 5021/18.12.2006	Khawasa	—"	—"	—"	—"
29	2612/04.07.2006	Semliya	—"	—"	—"	—"
30	2612/04.07.2006	Bherugarh	—"	—"	—"	—"
31	2612/04.07.2006	Charpotipada	—"	—"	—"	—"
32	2610/04.07.2006	Sinduriya	Bajna	Ratlam	—"	31.07.2008
33	2610/04.07.2006	Bikapatan	—"	—"	—"	—"
34	2610/04.07.2006	Dhamniya	—"	—"	—"	—"
35	2610/04.07.2006	Aamlipada	—"	—"	—"	—"
36	2610/04.07.2006 5023/19.12.2006	Jabad	—"	—"	—"	02.12.2008
37	2610/04.07.2006	Mortuka	—"	—"	—"	—"
38	2610/04.07.2006	Matwasi	—"	—"	—"	—"
39	2610/04.07.2006 1782/11.07.2008	Bildi	—"	—"	—"	—"
40	2611/04.07.2006 5024/19.12.2006	Dhabaipada	Ratlam	—"	—"	31.07.2008
41	2611/04.07.2006 1782/11.07.2008	Rajpura	—"	—"	—"	—"

42	2611/04.07.2006	Sarvani khurd	—''—	—''—	—''—	—''—
43	2611/04.07.2006	Bibdod	—''—	—''—	—''—	—''—
44	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	Julwaniya	—''—	—''—	—''—	—''—
45	5024/19.12.2006	Nandlai	—''—	—''—	—''—	—''—
46	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	Banjali	—''—	—''—	—''—	—''—
47	2611/04.07.2006 1782/11.07.2008	Sejawata	—''—	—''—	—''—	—''—
48	2611/04.07.2006 5024/19.12.2006 1782/11.07.2008	Bangrod	—''—	—''—	—''—	—''—
49	2611/04.07.2006	Savliyarundi	—''—	—''—	—''—	02.12.2008

[F. No. R-25011/2/2009-O.R.-I]  
S. K. CHITKARA, Under Secy.

नई दिल्ली, 20 जनवरी, 2009

का.अ. 137.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक कूड आयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अरविन्द खरे, सक्षम प्राधिकारी, वाडीनार बीना कूड आयल पाइपलाइन परियोजना भारत ओमान रिफाइनरीज लिमिटेड, 8/5, वैशाली नानाखेडा बस स्टेण्ड के पास उज्जैन-458010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा ।

## अनुसूची

तहसील : सिरोंज		जिला : विदिशा	राज्य : मध्यप्रदेश
क्र.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	देवीटोरी	146	0.816
2.	नरखेड़ाताल	401/2	0.011
3.	कस्बासिरोंज	1130	0.026

[फा. सं. आर-31015/41/2008-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 20th January, 2009

**S. O. 137.**—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of Crude Oil from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh a pipeline should be laid by Bharat Oman Refineries Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri. Arvind Khare, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 8/5 "Vaishali", Near Nanakheda Bus Stand, Ujjain-456 010 (Madhya Pradesh).

**SCHEDULE**

TEHSIL : SIRONJ		DISTRICT : VIDISHA	STATE : MADHYA PRADESH
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	DEVI TORI	146	0.816
2.	NARKHEDATAL	401/2	0.011
3.	KASBA SIRONJ	1130	0.026

[F. No. R-31015/41/2008-O.R.-II]

A. GOSWAMI, Under Secy.



नई दिल्ली, 21 जनवरी, 2009

का.अ. 138.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2445 दिनांक 27.08.08, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, बिजवासन से पानीपत पेट्रोलियम पाइपलाइन परियोजना हेतु दिल्ली राज्य के बिजवासन से हरियाणा राज्य के पानीपत तक पेट्रोलियम के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट हरियाणा राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और, उक्त अधिसूचना की प्रतियां जनता को 24.10.2008 को उपलब्ध करा दी गई थी,

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित हाने की बजाय सभी बिल्लिंगमों से मुक्त होकर इण्डियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

### अनुसूची

तहसील पानीपत		जिला पानीपत		राज्य- हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हैक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
बोहली	12	47	3/1	0	01	01
			3/2	0	02	28
			8	0	01	52
सिठाना	14	49	19/2	0	03	54
			67	0	04	81
			24	0	02	28
			123/3	0	08	10
			124/3	0	04	85
			134	0	02	53
महराना	29	25	22	0	07	84
			23	0	06	83
			32	0	00	25
			3	0	16	69

1	2	3	4	5	6	7
महाराणा (गारी -)		44	2/1	0	11	38
			3	00	02	53
			8	0	05	06
			13/1	0	02	02
			13/2	0	02	02
			18/1	0	01	52
			18/2	0	03	54
			23	0	02	28
			24	0	03	04
		49	4/1	0	03	54
			4/2	0	01	52
			7/1	0	05	06
			14	0	05	06
			16	0	00	51
			17	0	04	55
			24	0	00	25
			25	0	05	06
		62	5	0	05	06
			6	0	05	06
			15	0	05	06
			16	0	02	02
		63	20	0	03	04
			21	0	05	06
		65	1	0	05	06
			10	0	05	06
			11	0	03	54
			12	0	00	51
			19	0	05	06
			22	0	05	06
		77	2/1	0	04	05
			2/2	0	00	76
			9	0	05	06
			12	0	01	52
		-	89	0	58	70
			95/2	0	30	35
			104	0	03	04
			106	0	00	76
			117	0	00	51
			118	0	01	26
			119	0	06	83

1	2	3	4	5	6	7
महाराजा (मन्त्री...)			120	0	03	79
80	80	0	121	0	00	25
80	80	0	186	0	01	26
80	80	0	222	0	03	79
30	80	0				
10	25	101	5/2	0	01	26
ददलाना	100	0	6	0	07	84
80	80	0	7	0	03	04
42	00	102	1/2	0	04	55
80	80	0	2/2	0	04	55
82	10	0	3/2	0	04	55
87	80	0	4/2	0	04	55
88	80	0	5/2	0	04	55
92	10	0	8	0	04	55
			7	0	04	55
80	80	0	8	0	04	55
80	80	0	9	0	04	55
80	80	0	10	0	04	55
87	80	103	1/2	0	03	54
88	80	0	2/2	0	03	54
80	80	0	3/2	0	03	54
82	80	0	4/2	0	03	54
80	80	0	6	0	01	52
10	10	0	7	0	05	56
10	80	0	8	0	05	56
80	80	0	9	0	05	56
80	80	0	10	0	05	56
80	80	0				
दिवाना	33	8	22/1	0	03	54
87	80	10	2	0	05	31
10	10	0	9	0	05	31
80	80	0	12	0	04	81
10	80	0	18/2	0	00	51
10	80	0	19/1	0	01	01
10	80	0	19/2	0	04	05
80	80	0	22	0	00	25
10	10	0	23	0	05	06
		20	3	0	04	05
11- 100 के अन्तर्गत 100 के अन्तर्गत			117	0	00	25

1	2	3	4	5	6	7
सिवाह	32	113	13	0	03	79
			18/2	0	05	06
			23	0	05	06
		114	3	0	05	06
			8	0	05	06
			13	0	05	31
			18	0	03	29
			24	0	05	06
		145	4	0	00	25
		146	4	0	05	06
—	—	—	6	0	01	52
			7	0	03	79
			15	0	04	30
			16	0	00	25
			219	0	01	52
हडताडी	36	5	4	0	04	05
			7	0	05	06
			14	0	05	06
			17/1	0	00	76
			17/2	0	04	30
			24	0	03	04
		14	16	0	04	55
			25	0	05	06
		16	20	0	01	01
			21	0	05	31
		17	5	0	05	06
			6	0	05	06
			15	0	05	06
			16	0	02	78
		31	1/1	0	01	01
			1/2	0	03	54
			10	0	05	31
			11	0	05	31
			20	0	05	31
			21	0	02	28
		—	110	0	06	07
			131	0	01	01

[फा. सं. आर-25011/04/2008-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 21st January, 2009

**S. O. 138.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2445 dated the 27<sup>th</sup> August, 2008, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for transportation of petroleum from Bijwasan in the state of Delhi to Panipat in the State of Haryana by the Indian Oil Corporation Limited.

And whereas, copies of the said gazette notification were made available to the public on 24.10.08;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

#### SCHEDULE

Tehsil-Panipat		District. Panipat		State:Haryana		
Name of the Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Baholi	12	47	3/1	0	01	01
			3/2	0	02	28
			8	0	01	52
Sithana	14	49	19/2	0	03	54
			15/1/2	0	04	81
			24	0	02	28
		-	123/3	0	08	10
		-	124/3	0	04	85
		-	134	0	02	53

1	2	3	4	5	6	7
Mehrana	29	25	22	0	07	84
			23	0	06	83
		32	2	0	00	25
			3	0	16	69
		44	2/1	00	11	38
			3	00	02	53
			8	0	05	06
		13/1	0	0	02	02
		13/2	0	0	02	02
		18/1	0	0	01	52
		18/2	0	0	03	54
		23	0	0	02	28
		24	0	0	03	04
	49	4/1	0	0	03	54
		4/2	0	0	01	52
		7/1	0	0	05	06
		14	0	0	05	06
		16	0	0	00	51
		17	0	0	04	55
		24	0	0	00	25
		25	0	0	05	06
	62	5	0	0	05	06
		6	0	0	05	06
		15	0	0	05	06
			16	0	02	02
			20	0	03	04
			21	0	05	06
		65	1	0	05	06
		85	10	0	05	06
		8	11	0	03	54
			12	0	00	51
		18	19	0	05	06
		19	22	0	05	06
		77	2/1	0	04	05
		120	2/2	0	00	76
		120	9	0	05	06
		120	12	0	01	52



1	2	3	4	5	6	7
<b>Behana (Contd.)</b>			89	0	58	70
18	00	0	95/2	0	30	35
10	20	0	104	0	03	04
20	40	0	106	0	00	76
25	50	0	117	0	00	51
30	60	0	118	0	01	26
35	70	0	119	0	06	83
40	80	0	120	0	03	79
45	90	0	121	0	00	25
50	100	0	186	0	01	26
55	110	0	222	0	03	79
<b>Dadlana</b>	<b>25</b>	<b>101</b>	<b>5/2</b>	<b>0</b>	<b>01</b>	<b>26</b>
60	120	0	6	0	07	84
65	130	0	7	0	03	04
70	140	0	102	0	04	55
75	150	0	2/2	0	04	55
80	160	0	3/2	0	04	55
85	170	0	4/2	0	04	55
90	180	0	5/2	0	04	55
95	190	0	6	0	04	55
100	200	0	7	0	04	55
105	210	0	8	0	04	55
110	220	0	9	0	04	55
115	230	0	10	0	04	55
120	240	0	103	0	03	54
125	250	0	2/2	0	03	54
130	260	0	3/2	0	03	54
135	270	0	4/2	0	03	54
140	280	0	6	0	01	52
145	290	0	7	0	05	56
150	300	0	8	0	05	56
155	310	0	9	0	05	56
160	320	0	10	0	05	56
<b>Diwana</b>	<b>33</b>	<b>8</b>	<b>22/1</b>	<b>0</b>	<b>03</b>	<b>54</b>
165	330	0	2	0	05	31
170	340	0	9	0	05	31

1	2	3	4	5	6	7
Diwana (Confid...)			12	0	04	81
			18/2	0	00	51
			19/1	0	01	01
			19/2	0	04	05
			22	0	00	25
			23	0	05	06
		26	3	0	04	05
		—	117	0	00	25
Siwah	32	113	13	0	03	79
			18/2	0	05	06
			23	0	05	06
		114	3	0	05	06
			8	0	05	06
			13	0	05	31
			18	0	03	29
			24	0	05	06
		145	4	0	00	25
		146	4	0	05	06
			6	0	01	52
			7	0	03	79
			15	0	04	30
			16	0	00	25
			219	0	01	52
Hartari	36	5	4	0	04	05
			7	0	05	06
			14	0	05	06
			17/1	0	00	76
			17/2	0	04	30
			24	0	03	04
		14	16	0	04	55
			25	0	05	06
		16	20	0	01	01
			21	0	05	31
		17	5	0	05	06
			6	0	05	06
			15	0	05	06

1	2	3	4	5	6	7
<i>Harbar (contd...)</i>			16	0	02	78
	31	1/1	0	01	01	
		1/2	0	03	54	
		10	0	05	31	
		11	0	05	31	
		20	0	05	31	
		21	0	02	28	
	—	110	0	06	07	
		131	0	01	01	

[F. No. R-25011/04/2008-O.R.-1]  
S. K. CHITKARA, Under Secy.

नई दिल्ली, 21 जनवरी, 2009

का. आ. 139.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (अ) के अनुसरण में तारीख 02 दिसम्बर, 2006 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 4580 तारीख 23 नवम्बर, 2006 जिसका संशोधन का० आ० संख्या 3134 तारीख 20 नवम्बर, 2008 द्वारा किया गया था जो कि तारीख 29 नवम्बर, 2008 को भारत के राजपत्र में प्रकाशित हुई थी, उसमें निम्नलिखित रूप से संशोधन करती है, अर्थात्:-

उक्त अधिसूचना की अनुसूची में, स्तम्भ 1 में, "श्री आर.आर. जन्नु, भूमि अर्जन अधिकारी", शब्दों के स्थान पर, "श्री आर. अलप्पा, विशेष भूमि अर्जन अधिकारी", शब्द रखे जाएंगे।

[फा. सं. आर-25011/12/2006-ओ.आर.-1]  
एस. के. चिटकारा, अपर सचिव

New Delhi, the 21st January, 2009

S. O. 139.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Ministry of Petroleum and Natural Gas, Government of India No. S.O. 4580, dated the 23rd November, 2006, published in the Gazette of India dated the 02<sup>nd</sup> December, 2006, which was amended vide No. S.O. 3135, dated 20<sup>th</sup> November, 2008 and published in the Gazette of India on 29<sup>th</sup> November, 2008, as follows, namely :-

In the said notification, in the Schedule, under column 1, for the words, "Shri R.R. Jannu, Land Acquisition Officer", the words, "Shri R. Allappa, Special Land Acquisition Officer", shall be substituted.

[F. No. R-25011/12/2006-O.R.-1]  
S. K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

Date of Reserving Award : 21-8-2008

नई दिल्ली, 23 दिसम्बर, 2008

Date of Passing Award : 19-11-2008

क्र.आ 140.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दमाणी शिपिंग प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अस्तुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/118/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-31011/5/2001-आई.आर.(एम.)]

कमल बाखरू, डेस्क अधिकारी

## AWARD

The matrix of the facts as culled out from the proceedings are as under :

2. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-31011/5/2001-IR (M) dated 22nd November, 2001 in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of the M/s. Damani Shipping Pvt. Ltd. in terminating the services of 39 workmen w.e.f. 25-7-2000 as appended herewith is legal and justified? If not, what relief the workmen are entitled to?"

2. In support of the demand made in the reference 2nd Party filed Claim Statement, through the Secretary of Mumbai Port Trust General Workers Union at Exhibit 7 stating that, the workers involved in the Reference are continuously working from the dates of their respective employment with the 1st Party. Though they are working since beginning 1st Party did not extend the normal working benefits, permanent status, leave, P.F., gratuity etc. to the workers involved in the reference. On that point Workmen were repeatedly approaching the 1st Party and were demanding the same. Besides, that these Workers were forced to approach various agencies like Regional Labour Commissioner (Central), Mumbai, Provident Fund Commissioner, Municipal Commissioners (Shops and Establishment Department) etc. and demanded protection. Besides that, 1st party forced these workers to sign various dotted lines and sign various blank documents of which 1st Party is taking disadvantage and compelling these workers and not permitting them to press their demands and the Management may use them against the concerned Workmen.

3. Some of the Workers became members of the Union headed by P.K. Sharma, the Union known as "Bambay Dock and Transport Workers Union" which will be hereinafter called "Another Union" and agitated for their rights. Other Union made wild allegations against this Union. Though another Union made wild allegations against this Union, however, this Union did not like to retaliate and make avoidable comments on the other Union. Both Unions went on fighting for the rights of the workers. However, the Management of Damani Group tried to use the other Union, its office bearers and some members for the benefit of the Management and due to which attempts, repeated threats, intimidations, complaints and counter complaints were made by both the sections of the workmen with the local police and various other agencies.

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd December, 2008

S.O. 140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/118/2001) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Damani Shipping Pvt. Ltd. and their workman, which was received by the Central Government on 22-12-2008.

[No. L-31011/5/2001-IR (M)]

KAMAL BAKHRU, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A.A. LAD, Presiding Officer

Reference No. CGIT-2/118 of 2001

Employers in relation to the management of Damani  
Shipping Pvt. Ltd.

The Director,  
Damani Shipping Pvt. Ltd.,  
205/206, Varma Chambers,  
11, Homji Street, 2nd Floor,  
Fort, Mumbai-400001

...1st Party

## AND

Their Workman,  
(Through : Secretary, Mumbai Port Trust  
Genl. Workers Union, Mumbai, 1st Floor,  
Kavarana Bldg., 26/4 P.D. Mello Rd.,  
Wadi Bunder, Mumbai-400009

...2nd Party

## APPEARANCE

For the Employers : Mrs. N. R. Patankar, Advocate

For the Workman : Mr. P. K. Sharma, Representative

4. According to this Union action of the Management in not giving wages on par with the similarly placed workers doing similar work and same job is arbitrary, illegal and against the welfare of the legislation. Said Management used to give @ Rs. 525/- for 8 hours per day shift when the Management engaged workers from BDLB and other Labour Boards while these workmen, who are members of this Union and other Unions used to be paid Rs. 100/- or Rs. 120 per day for 8 hours. Even they are getting extra work done on that amount and they are not paid over time.

5. According to the workmen involved in the reference they were compelled to approach the Labour Commissioner (Central) when they learnt that the workers involved in the reference were orally terminated without following the due process of law w.e.f. 25th July, 2000 and the workers involved in the reference made series of representations to the Company. The matter was seized in conciliation by the Regional Labour Commissioner (Central) and the Assistant Labour Commissioner wrote a letter dated 16/20th October, 1998 to the said employer Mr. Himmatbhai Damani asking him to attend before the Conciliation Officer on the demand of the workers involved in the reference. On that settlement took place dated 13-11-1998 which was signed at the instance of the said Management and the Damani Management. Though it is signed it has not yet implemented by the Damani Management. Even for non implementation of the said settlement by the Management workers approached the Assistant Labour Commissioner (Central) who called upon the Management to comply with the settlement immediately. In spite of the repeated requests to implement the said settlement, Damani Company failed to implement the said settlement and the Management deposited Pay Order of Rs. 45,540/- towards the unpaid dues of the workmen which shows that, the Management accepted the workers as their employees and they are entitled for their demand.

6. After some time said Damani Group of Companies on the persuasion of the Regional Labour Commissioner (Central) extended work to the concerned workers till July, 2000 and during that period, workers were given work. During this period it was alleged by the Management that, there were some orders of the Hon'ble Bombay High Court not to give work to these Workmen but to some other group of Workmen. It is contended that, it is not correct that, in respect of the workmen involved in the reference, Hon'ble High Court directed not to give work to this group of workmen as alleged. However, the Management continued to give work to these workers involved in the reference in spite of the alleged order of the High Court which in fact is not in existence. During that period, some of the Workers viz. (1) Zarnappa Gundappa, (2) Sharnappa Bhasantao Patil, (3) Chandrakant Dwarkaprasad, (4) Pasha Maqbool Sab and (5) Santosh Hamuntant Bhosale met with accidents while they were on duty on the dates as mentioned in paragraph 12 of the Claim Statement viz. on

11-2-2000, 27-4-2000, 20-6-2000, 14-7-2000 and 22-2-1999 respectively. In fact Management is alleging that, the workers mentioned in paragraph 12 of the Statement of Claim were not their workers. But it is not like that. The Workers involved in the reference are direct employees of Damani Group of Companies and the Management of the said Group of Companies cannot now come with the imaginary plea that, they are contract labourers and not direct employees of the 1st Party.

7. During December, 1998 to July, 2000 at the instance of the Management and their Advocate the concerned workers were asked to sign various writing. It is alleged that, workers were compelled to sign at the dotted lines of those documents which were blank. Workers signed those documents under force.

8. Thereafter workers involved in the reference took up the matter with the Regional Labour Commissioner (Central) who called both where discussions took place in the presence of the workers involved in the reference. Said was discussed in the meeting. However, due to adamant attitude of the Management the conciliation proceedings before the ALC (Central) resulted in failure. After that the Workmen filed applications before this Court bearing Nos.LC 2/119-150 and 430 of 2000. They also filed Application Nos.LC-2/1 & 2 of 2001 for monetary claims.

9. The other group of workmen led by P.K. Sharma i.e. of another Union also filed certain applications before this Court under Section 33-C(2) of the Industrial Disputes Act, 1947.

10. The stand taken by Damani Group of Companies that, they have left services by signing certain papers and filing the same before the Hon'ble High Court, in pending applications filed at the instance of the Union headed by Sharma. The number of workers now available in the said group would be only 25 in number. Out of the said 25 workmen 9 workmen's Dock entry passes were stopped by the Management. So now 16 workmen affected by the said dispute are available now with the said group of companies to offer regular work. Under these changed circumstances, the workmen once again repeated their regular request directly and through Union and requested the Management to provide them work and continue them in the employment. However, it was not considered. Management started dividing and rule policy. They started making two groups of Workmen to fight against each other. It is alleged that, Workmen involved in the reference are employees of Damani Group. They are continued as permanent employees of Damani Group of Companies. It is also prayed that documents got signed from them which are blank should not be read against these Workmen. The action taken by the Damani Group of Companies in denying work and denying relationship require to consider and he prayed that he be declared as an employee of Damani Group of

Companies and Damani Shipping Pvt. Ltd. which is their sister concern. They also prayed that action taken by Damani Group and Damani Shipping Pvt. Ltd. and their sister concerned by terminating 39 workers from 25th July, 2000 be declared arbitrary, illegal and direct Damani Group of Companies and Damani Shipping Pvt. Ltd. and their sister concerns to treat these workers as its employees.

11. This is disputed by the Management, 1st Party by filing Written Statement at Exhibit 1 making out the case that, demand filed by the Union which is the subject-matter of the reference is totally misconceived, unjust and not tenable and deserves to be rejected in toto. It is further stated that, the demand which is raised by the Union for adjudication is to the effect, "whether the action of the Management of M/s. Damani Shipping Pvt. Ltd. in terminating the services of 39 workmen with effect from 25th July, 2000 is legal and justified and if not to what relief the Workman are entitled to?" They further contended that, the persons concerned in the Reference were/are not at all the employees of their Company. It is the case of the Company that, they were employees of the Contractors engaged by the Company to render services of skilled, unskilled nature and for handling the material meant for export and import for clients of the Company. When they are engaged for that, through Contractors, question of treating them as employees of the Company does not arise.

12. It is further contended by the Company that, the Workers involved in the Reference are not concerned with it. They are not its Workers as such they have no right to raise dispute as raised against them.

13. It is alleged that, the Workers involved in the reference are workers of the Contractors. They have no direct relationship with the 1st Party. They are not employees of the 1st party. It is stated that, the 1st Party is engaged in clearing and forwarding of material received through sea and/or to be forwarded through sea. Company is not engaged in any other activities. Company denies that, the registered address of all its sister Companies is one and the same and are related with each other. According to 1st Party, only the registered address of Damani Bros. is that of "Damani Shipping Pvt. Ltd.". It is submitted that, operations of the different Companies are governed and controlled by separate Management of the Companies and personnel and the workers of the respective Companies and there is no collective responsibility of the Company and they are not related to each other. Since the employees involved in the reference are not its employees, 1st Party is not liable to pay any amount or their claim and the workers involved in the reference are not entitled to claim anything against them. It is denied that, the workers involved in the reference signed some blank documents in favour of the Company. It is denied that, these Workers were forced to sign documents in favour of the Company

which are blank. Union is aware of the nature of the work done by the Workers and their status with the Company. Just to harass the Company, Union has filed this case alleging that, they are employees of the 1st Party.

14. Since workers involved in the reference are not at all employees of the 1st Party, question of making their demand and prayer does not arise. It is stated that, Mr. Himmatbhai Damani attended the meeting before the Regional Labour Commissioner (Central) in his personal capacity as principle employee and the said settlement is signed by him only as a witness which is not binding on the 1st Party. The case made out by the Union about attendance of Mr. Himmatbhai Damani and signing settlement dated 13-11-1998 as witness is not helpful to the workers for their demand involved in the reference. It is denied that, the Company has provided them work as alleged.

15 It is denied that, the Company has made out imaginary case that, the workers involved in the reference are the employees of the Contractor and not of the Company. Number of employees have filed Applications under Section 33-C(2) of the Industrial Disputes Act, 1947 just to harass the 1st Party.

16. Since workers involved in the reference were never engaged by the 1st Party they cannot claim anything in any form from the 1st Party. It is stated that, there is no employee and employer relationship between the concerned Workmen and the 1st Party. They are not employees of the 1st Party. So it is submitted that, the reference be rejected.

17. In view of the above pleadings my Ld. Predecessor framed issues at Exhibit 12 which I answer as follows:

ISSUES	FINDINGS
1. Whether Employer-Employee relationship exists within the meaning of Section 2(s) of the Industrial Disputes Act between the persons named in the Annexure and the Company?	No
2. Whether the Union has locus-standi to represent workers named in the annexure?	Yes
3. Whether the Union proves that Company terminated the services of 39 workmen under reference w.e.f. 25-7-2000 as alleged?	No
4. Whether the action of the Management of Ms. Demani Shipping Pvt. Ltd. in terminating the services of 39 workmen w.e.f. 25-7-2000 is legal and justified?	Does not arise
5. What relief the workmen are entitled?	As per Order below.

**REASONS:****ISSUE Nos. 1 and 4:**

18. By this issue burden is shifted on the Workmen to show that, they are employees of the 1st Party and to show that, action taken by the Management in dispute is illegal and not justified. At the same time if 2nd Party succeeds in discharging the burden then, burden will shift on the 1st Party to show that, employees involved in the reference are not its employees and question of action taken by it is legal and justified just not arises.

19. To substantiate that, no evidence is led by the Union in this reference. When since beginning the Management has made out the case that, employees involved in the reference are not its employees, in that case, burden shifts on the Union to show that, they are employees of the 1st party and they are entitled for the reliefs. However, said burden is not discharged by the Union. Hence, the question of shifting the burden on management to show they are not its employees does not arise. As 2nd Party fails to prove that, they are the employees of the 1st Party which is denied by the Management and when Management denies the relationship with the employees involved in the reference burden is on Union to prove it and when Union fail to establish that, they are employees of the 1st Party, in my considered view they cannot be declared as employees of the 1st Party.

20. When they are not employees of the 1st Party question does not arise of the 1st Party to terminate them, since beginning Management says that, they are employees of the Contractors. When number of proceedings reveal that, it is not plain case of the demands involved in the reference but it is something other than that.

21. In Statement of Claim Union tried to make out the case that, on number of documents signatures are obtained by the Management, from the concerned workers, which were blank and the Management is taking disadvantage of that. It is also alleged that, wrongly they are shown workers of the contractors. It is the case of the Union that, they are paid Rs. 120 per day for 8 hours and previously they were paid Rs. 40 to Rs. 60 per day. Against that, workers taken from BDLB were paid Rs. 525 for 8 hours per day. They also prayed to direct the Management to pay them at that rate. They also tried to make out the case that, they have filed dispute applications with RAC. Number of reliefs have been prayed in the Statement of Claim. However, subject-matter of the reference is "whether decision taken by the Management of M/s. Damani Shipping Pvt. Ltd. in terminating the services of 39 workers w.e.f. 25-7-2000 is legal and justified?" In fact the claims statement Union has addressed 1st Party as "Damani Shipping Private Limited" and not "Damani Group of Companies". In view of the address of the 1st Party alleging number of demands. But no evidence is led on that point. It

is not shown how workers involved in the reference are the workers of the 1st party or employees of Damani Group of Companies or of its sister concern? So I conclude that, the employees involved in the reference cannot be declared employees of the 1st party since there is no employee-employer relationship established by the 2nd Party. When they are not employees of the 1st Party, question of termination by 1st Party does not arise. So I answer this Issue to that effect.

**ISSUE No. 2:**

22. About status of the Union no specific case is made out by the Management in its written statement filed at Exhibit 11. When reference is sent by the Competent Authority and when the same is for adjudication, in my considered view, the locus-standi of the Union is not that much material point to decide by this Tribunal. Besides no specific case is made out by the Management in challenging the status of the Union. So I conclude that, the Union has locus standi to represent the workers involved in the reference. Accordingly I answer this issue in the affirmative.

**ISSUE No. 3:**

23. As absorbed above, 2nd party unable to establish its relationship with its members with the 1st Party. Besides, no termination order was produced to show that, 1st party had terminated these workers. It is alleged that, there was oral termination dated 25th July, 2000. However, it is not brought on record in any form. So I conclude that, there is nothing on record to observe that, the 1st party had terminated these workers and besides when 2nd Party unable to establish that they are employees of the 1st Party in my considered view question of termination at the hands of 1st Party does not arise. So answer this issue in the negative.

**ISSUE No. 5:**

24. Here 2nd Party has made number of claims asking 1st Party to pay them @ Rs. 525 per day for 8 hours which is paid to the employees of the workers of BDLB. They also alleged that, these workers are orally terminated by order dated 25th July, 2000 and to direct 1st Party to reinstate them. They also prayed that, these workers have filed number of recover applications before this Court. So it is prayed to direct first Party to pay them minimum wages. They also pray to declare the documents signed by these workers which were blank are not signed by them. They also are pray that, there are two groups of Union and the Management has divided the workers so the said action of the Management be declared against the interest of the workers. Besides some Applications were filed by the workers involved in the reference which were disposed off by my Ld. Predecessor and some employees withdrew their applications. Most of them are involved in the reference. Copy of which is with Exhibit 57 of Exhibit 105 and 108 of



these proceedings, of which copies are filed by Damani Shipping Pvt. Ltd. at Exhibits 57 and 58.

25. If we consider all this, coupled with the case made out by both, I conclude that, the Union has not established its claim and show that action taken by 2nd Party is not justified the action. It reveals that, and the demands made by these workers for adjudication cannot be allowed.

26. In view of the discussions made above in my considered view, in these set of circumstances, reference does not survive. Hence, the order.

### ORDER

Reference is rejected. No order as to its costs.

Bombay, the 19th November, 2008.

A. A. LAD, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 141.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. ओ. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी. 338/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30011/36/2005-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 141.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 338/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of IOCL and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30011/36/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Wednesday the 3rd day of December, 2008/  
12th Agrahayana, 1930)

I. D. 338 of 2006

(I. D. 04/2006 of Labour Court, Kozhikode)

Union : The President,  
Independent Plant Workers Association,  
M/s. IOCL, Chgelari Plant, Malappuram.

By Adv. Sri C. Peethambaran

Management: The Contractor,  
Sh. Chelangat Pushparaj,  
Chelangat House,  
Civil Station, Calicut

By Adv. Anil Kumar

This case coming up for hearing on 3-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

### AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act challenging the action of the management in not revising wages of workers.

2. The case was originally pending before State Labour Court, Kozhikode and was transferred to this Court as per the order of the Hon'ble High Court. After receipt of the file notices were issued to both sides and they entered appearance. However no claim statement is seen filed. The claimant is remaining absent since the last two postings. There is no representation also for the claimant. The reference was made in 2006. In the circumstances it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the management in not revising the wages of workers is legal and justified and the workers are not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 3rd day of December, 2008.

P. L. NORBERT, Presiding Officer

Appendix : Nil

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 142.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी. 38/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/13/1998-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

**S.O. 142.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 38/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30012/13/1998-IR (M)]

KAMAL BAKHRU, Desk Officer  
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 9th day of December, 2008/  
18th Agrahayana, 1930)

**I. D. 38 of 2008**

**[I. D. 20/1999 (C) of Labour Court, Ernakulam]**

- Workman** : Shri Thankappan,  
: C/o. Chenthamarakshan  
K., Koyyamarakkad, CITU Office,  
Kanjikode, P.O., Palakkad-678621  
By Adv. Sri. O. V. Maniprasad.
- Management** : 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.  
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikode, Palakkad-21.  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode, Palakkad.  
By Adv. M/s. Menon & Pai.

This case coming up for hearing on 9-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

**AWARD**

1. This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated

by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labourer. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore, the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first management company alone entered appearance. The worker as well as management 2 and 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Shri Thankappan is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2008.

P. L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 23 दिसम्बर, 2008

**का.आ 143.**— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी. -305/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/14/1998-आई आर (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

**S.O. 143.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.I.D.-305/2006) of the Central Government Indus.Tribunal/Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of HPCL, and their workmen, which was received by the Central Government on 22-12-2008.

[No. L-30012/14/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th Agrahayana 1930)

**I.D. 305 OF 2006**

(I.D. 21/1999 (C) of Labour Court, Ernakulam)

- Workman : Shri Sreedharan,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Kanjikode P.O., Palakkad-678621  
By Adv. Sri. O. V. Maniprasad.
- Management : 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.  
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikode, Palakkad-21  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode, Palakkad.  
By Adv. M/s. Menon & Pai.

This case coming up for hearing on 09-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal

employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first management company alone entered appearance. The worker as well as management 2 and 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the management 1 and 2 in terminating the service of the worker Shri Sreedharan is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, Transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. हैदर कासिम खान माईन ऑनर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं. -1, पणजी के पंचाट (संदर्भ संख्या आई.टी.-7/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-29011/8/1992-आई आर(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

**S.O. 144.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. IT-7/93) of the Central Government Indus. Tribunal/Labour Court No. 1, Panaji now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Messers Haider Kassim Khan Mine Owner, and their workman, which was received by the Central Government on 22-12-2008.

[No. L-29011/8/1992-IR (M)]

KAMAL BAKHRU, Desk Officer

# ANNEXURE

## BEFORE THE INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-1, AT PANAJI

(Before Smt. Prabhu Dessai, Presiding Officer)

Ref. No. IT/7/93

Workmen rep. by  
The General Secretary  
United Mine Workers Union  
Kamakshi Krupa  
Gr. Floor, Khadpaband  
Ponda, Goa

Workmen/Party I

V/s

M/s. Haider Kassim Khan  
Mine Owners  
Curchorem, Goa.

Employer/Party II

Party I/Workmen are represented by P. Gaonkar  
Party II/Employer represented by G.B. Kamat

## AWARD

(Passed on this 21st day of July, 2008)

In exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 the said Act, 1947, under order dated 30-12-92, the Central Government has referred to this Industrial Tribunal, the following dispute for adjudication.

“(1) Whether the action of the management of Messers Haider Kassim Khan Mine Owner at Vangi Bhandi Advan, Sulkarne, Quepem, Goa is justified in closing his mine on 17-1-92 situated at Sulkarne, Goa and terminating the services of employees w.e.f. 21-1-1992 on receipt of Charter of Demands by union? If not, what benefits the workmen are entitled under the Charter of Demands?”

2. On receipt of the reference, IT/7/93 was registered. Notices were issued to the parties. The Party I has filed their claim statement at Exb. 3. The party I, who shall be hereinafter referred to as the workmen have stated that they had joined the union in October 1991 and had

submitted a charter of demand vide letter dated 19-10-1991. They had also requested the Asst. Labour Commissioner for his intervention pursuant to which the Asst. Labour Commissioner had initiated conciliation proceedings. The workmen have stated that the management had illegally closed down the mine during the pendency of conciliation proceeding without complying with the provisions of Section 25 FFF and 25F of the Industrial Disputes Act. The workmen have stated that the Party II has not paid their legal dues. The workmen have also stated that the Party II had also not obtained permission of the Conciliation Officer and has closed down the business in violation of Section 33 of Industrial Disputes Act. The workmen have stated that the Party II has illegally closed down its establishment in order to victimize the workmen for joining the union. The workmen have further stated that the Party II has once again commenced the business despite which they are not allowed to resume duties. The workmen have therefore claimed that the closure is illegal and have claimed reinstatement with full back wages and continuity in service.

3. The Party II has filed its written statement at Exb. 5. The Party I has denied that the business establishment was closed to victimize the workmen for joining the union. The Party II has stated that they used to sell the entire quantity of ore produced in the mine to M/s. Jukom Natural Synthesizers and M/s. Chandra Orgo-Chem Combines both from Bombay. The Party II has stated that by letter dated 27-12-1991 M/s. Jukom Natural Synthesizers cancelled their order and by letter dated 7-1-1992. M/s. Chandra Orgo-Combines refused to finance the employer firm for continuing with developmental work that was going on in the mine. The Party II has stated that as on 31-12-1991 it had stock of 2071 tonnes of manganese ore of various grade extracted. The Party II has stated that in the above circumstances, further continuation of mining operation would have added as a heavy burden to the existing meager resources and for this reasons it decided to discontinue mining operations w.e.f. 17-1-1992. The Party II has stated that upon closure of the mine, services of the all mine workers were terminated w.e.f. 20-1-1992 on payment of one months wages and compensation in addition to other dues. The services of the truck drivers were terminated from 20-1-1992, as the operation of the truck was entrusted to a third party and the truck driver was tendered in cash the notice pay and compensation which he refused to accept. The Party II has stated that subsequently M/s. Jukom Natural Synthesizers and M/s. Chandra Orgo-Combines showed willingness to buy manganese ore and therefore the mine was restarted w.e.f. 1-11-1992. Prior to reopening, statutory notice under Rule 78 of the Industrial Disputes Act was displayed on the notice board and intimation dated 19-10-1992 was sent to all the mine workers by registered posts and they were asked to report for duty latest by 1-11-1992. The Party II has stated that inspite of the receipt of the intimation, none of the workers reported for work

and as such the vacancies were filled by recruitment of new workers. The Party II has stated that the closure w.e.f. 17-1-1992 and subsequent termination of services w.e.f. 20-1-1992 was legal and justified and as such workmen are not entitled for any relief.

4. Based on the aforesaid pleadings following issues were framed :

1. Does Party I prove that Party II illegally closed down its business with a view to victimize the workers as alleged?
2. Does Party II prove that it re-opened its business with effect from 1-1-1992 and then sent notices to all the workmen to resume to their duties but none of them resumed as contended in para 9 of written statement?
3. Whether Party I workmen are entitled to any relief?
4. What Award or order?

#### ADDITIONAL ISSUES

1. (A) Whether the party I proves that the Party II did not obtain the permission of the Conciliation Officer before terminating the services of the workmen and thus violated the provisions of Sec. 33 of the I.D. Act, 1947?
1. (B) Whether the Party I proves that the Party II did not pay the legal dues of the workmen at the time of termination of their services?
1. (C) Whether the Party I proves that before terminating the services of the workmen the Party II did not comply with the provisions of Sec. 25(F) and 25(FFF) of the I.D. Act, 1947 and the rules made thereunder?

5. Shri P. Gaonkar has filed written arguments on behalf of the Party I. Learned Adv. Shri G.B. Kamat has filed written arguments on behalf of the Party II. I have perused the records and considered the arguments advanced by the respective parties and my findings on the aforesaid issues is as under.

6. Issue No. 1: Shri P. Gaonkar has argued that the Party II terminated services of the workmen and resorted to artificial closure in order to victimize the workmen for serving the charter of demands. He has argued that there was no real closure and that the work of mining was in progress even in the month of February 1992. He has argued that the Party II had not surrendered the mining licence and was infact making huge profits. He has argued that since the closure was not real, the workmen are entitled for reinstatement with full back wages. He had relied upon the case of Industrial Perfumes Ltd. V/s. Industrial Perfumes Workers Union reported in 1998 LLR 691 and in the case of

Jaya Bharat Tile Works v/s. State of Madras and others 1977 II Lab I.C. 587.

7. Learned advocate Shri Kamat has argued that it is clear from the order of reference that there is no dispute as to whether the closure was real or not. There is also no dispute regarding the legality of the closure. Only dispute which is referred is regarding the justification or motive behind the closure. He has argued that the Tribunal cannot travel beyond the scope of the reference. He has relied upon the judgment in the case of Pottery Mazadoor Panchayat V/s. The Perfect Pottery Co. Ltd. AIR 1979 SC 1356 and the case of Workmen V/s. Eighth Industrial Tribunal reported in 2006 (2) LLN 580. He has further argued that in a case of closure motive is immaterial and that is relevant is whether closure is real or not. He has placed reliance on the case of India Hume Pipe Co. V/s. Workmen reported in 1968 Lab I.C. 1229.

8. The workmen have examined three witnesses in support of its case. The first witness Shri Eknath Sawardekar has deposed that he was employed by Party II as a truck driver, in the year 1986. He has deposed that in October 1991 all workers of the Party II had joined United Mine Workers Union, which was affiliated to Bhartiya Mazdoor Sangh. On joining the union, a charter of demand was submitted to the party II in respect of payment of wages and contribution for provident fund. Subsequently conciliation proceedings were held before the Labour Commissioner, Panaji. This witness has deposed that the Party II had closed the mine on 17-1-1992, and terminated the services of all the workmen when the conciliation proceedings were in progress.

9. The witness no. 2 Shri Ulhas Govekar has deposed that he was working for the Party II as a supervisor since 1970. He had deposed that he became the member of the union in 1991. In December 1991 the union submitted a Charter of demand to the Party II, pursuant to which the Party II closed the mine w.e.f. 17-1-1992 and terminated the services of the workmen.

10. The third witness, Shri Putu G. Gaonkar was the General Secretary of the United Mine Workers Union. He has deposed that in October 1991 the workmen of the Party II had joined the union. This was intimated to the Party II vide letter dated 19-10-1991. The union had also submitted a charter of demand to the Party II. Since the Party II did not concede to the demands, the dispute was raised before the Asstt. Labour Commissioner for which reason the Party II closed the mines.

11. Shri Shabbar Khan, one of the partners of the Party II has deposed that in the year 1999 the Party II had entered into an agreement with M/s. Jukom Natural Synthesisers and M/s. Chandra Orgo-Chem Combines whereunder it was agreed that ore would be sold to these two customers who in turn would advance money towards

expenses for development and extraction of ore. This witness has deposed that at the end of the year 1991 there was a stock of about 2071 metric tones of manganese ore. He has deposed that vide letter dated 27-12-1991 (Exb. 10) M/s. Jukom Natural Synthesisers had informed the Party II not to despatch any further ore until further fresh order was released and had further informed the Party II to treat the pending orders as cancelled. This witness had further deposed that by letter dtd. 7-1-1992 (Exb. 11). M/s. Chandra Orgo-Chem Combine informed the Party II that it would not finance the extraction of ore. He has deposed that the Party II had closed the mines because of accumulation of existing stock of ore, cancellation of orders by M/s. Jukom Natural Synthesisers and refusal to finance by M/s. Chandra Orga-Chem Combines.

12. The aforesaid evidence clearly indicates that the factum of closure was not disputed. It may be mentioned that in the case of Industrial Perfumes (Surpa) the company had closed down the manufacturing unit but had continued its business by shifting production elsewhere. It was in this context that the High Court has held that even if the court should not go into the sufficiency or adequacy of the material, the court can still consider whether in fact the closure is real or genuine and whether in fact there is a closure at law. Whereas in the present case, the workmen have not claimed that the closure is not real and that it was only a pretence on the contrary as stated earlier they have admitted the factum of closure. The only contention of the workmen is that the Party II had resorted to closure to victimize the workmen for joining the union and submitting the charter of demands. In other words, they have only questioned the motive and bonafides of the Party II in closing the mines. It may be mentioned that in the case of Indian Humes (Supra) the apex court has held that once the Tribunal finds that the employer has closed the factory as a matter of fact it is not required to go into the question as to the motive which guided him on the facts of the said case. The apex court had held that it was not open to the Tribunal to go into the motive of the appellant in closing down its factory and to enquire whether it was bonafide or malafide with some oblique purpose namely to punish the workmen for the union activities in fighting the appellant. The apex court has reiterated that it is not for the Industrial Tribunal to enquire into motive to find out whether the closure was justified or not.

13. In the light of the principles laid down by the apex court, in the aforesaid decision this Tribunal cannot go into the motive of the Party II in closing down the mines and to enquire and decide whether the action of Party II in resorting to closure was malafide with oblique purpose of victimizing the workmen for joining the union and submitting the charter of demand.

14. It is also pertinent to note that the reference made to this Tribunal reads as under "Whether the action of the

management of M/s. Haider Kassim Khan, Mine Worker at Vangi Bhendi Advan Sulcorna, Quepem, Goa is justified in closing his mine on 17-1-97 situated at Sulcorna and terminating charter of demands by union?" If not, what benefits the workmen are entitled under the charter of demand?

15. The terms of the reference show that the factum of closure was not an issue between the parties and the Tribunal is not called upon to adjudicate upon the question as to whether there was in fact closure of business or whether the closure was genuine or only a pretence to victimize the workmen. By this reference the Tribunal is only called upon to adjudicate whether closure was justified. The question whether the Tribunal has jurisdiction to question the propriety or justification of the closure has been answered by the apex court in the case of Pottery Mazdoor Panchayat V/s. Perfect Pottery Co. AIR 1979 SC 1356. The apex court has held that the jurisdiction of the Tribunal in Industrial Disputes is limited to the points specifically referred for its adjudication and to matters incidental thereto and that the Tribunal cannot go beyond the terms of reference. The apex court has held that where the very terms of reference showed that the point in dispute between the parties was not the fact of closure of its business by the employers and the reference is only limited to the narrow question as to whether the closure was proper and justified. The Tribunal by the very terms of reference, had no jurisdiction to go behind the facts of closure and inquire into the question whether the business was in fact closed down by the management. It was further held that the propriety of or justification for the closure of a business, in fact and truly effected, cannot raise an industrial dispute as contemplated under the Act.

16. In the instant case as stated earlier this Tribunal has not been called upon to adjudicate upon the factum of closure but is called upon to adjudicate whether the closure was justified. In view of the legal position reiterated by the apex court in the aforesaid case, this Tribunal has no jurisdiction to go behind the reference and inquire into the motive behind the closure or to decide upon the question whether the closure of business was justified. Hence issue no. 1 is answered in the negative.

17. Issue no. 1A: Shri P. Gaonkar has argued that the employer Shri Shabbar Khan had admitted in his evidence that the Party I had served the charter of demands and that the conciliation proceedings were pending before the Asstt. Labour Commissioner. In view of the pendency of conciliation proceedings the employer was required to seek permission of the Asstt. Labour Commissioner before terminating services of the workmen. He has relied upon the case of Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd., 2002 LLR 232. Learned advocate Shri Kamat has argued that the question of seeking permission of the conciliation officer does not arise in case of termination of services due



to closure. He has placed reliance on the case of Anglo French Drugs and Industries Ltd., V/s Rocha/Anglo-French Employer Union 2005(4) LLN 468.

18. It is not in dispute that the workmen had served a charter of demand on the Party II and that the conciliation proceedings were pending before the Asst. labour Commissioner. It is also not in dispute that the Party II had not sought permission from the Labour Commissioner before closing the mines and terminating the services of the workmen. In the case Jaipur Zila Sahakari (Supra) the Constitution Bench of the apex court has held that compliance of provisions of Sec. 33 (1) and Sec. 33(2) of the Act are mandatory. The question however is whether these provisions are attracted in case of termination of services as a consequence of closure. This issue has been dealt by the Bombay High Court in the case of Anglo French Drugs (supra) wherein it has been held that when factum of closure is admitted or established then there is no occasion for the Industrial or Labour Court to hold that dispensation of service of workmen under and in pursuance of closure amount to alteration of their conditions of service within the meaning of Sec. 33 of the Industrial Disputes Act. As stated earlier in the instant case, the factum of closure is admitted. Since the services of the workmen had come to an end pursuant to the closure of the establishment and the business, there was no question of change or alteration in the service condition of the workmen within the meaning of Sec. 33 of the Industrial Disputes Act. Consequently there is no violation of provisions of Sec. 33 of the Industrial Disputes Act. Hence Issue No. 1A is answered in the negative.

19. Issue no. 1B and 1C : It is the case of the workmen that the party II had not paid retrenchment compensation and as such retrenchment is illegal and is in violation of Sec. 25(E) of the Act. In support of this contention, Shri P. Gaonkar has relied upon the case of State of Rajasthan V/s. Miss Usha Lokwani and Anr. reported in 1994 LLR 369 and State of Bombay V/s. Hospital Mazdoor Sabha. Shri P. Gaonkar has further contended that the Party II has not produced the documents which are in its possession. He has argued that since the workmen are illiterate the liability of proving the case was on the party II. He has relied upon the decision in the case of K. Chandramma V/s labour Court I, Hyderabad. Learned advocate Shri Kamat has argued that the Party II has paid the retrenchment compensation. He has further argued that payment of notice pay and retrenchment compensation are not conditions precedent for closure.

20. At the outset it may be mentioned that the legality of closure for non compliance of provisions of Sec. 25F, Sec. 25FFF or Sec. 33 is not the issue under reference and to go into the question of legality would amount to travelling beyond the scope of the reference. Reliance is placed on the judgment in the case of workmen V/s. Eighth Industrial Tribunal 2006 (2) LLN 580.

21. Be that as it may, Shri Shabbar Khan, one of the partners of party II has deposed that notice of discontinuance of the operation of mines dated 17-1-1992 was displayed at the site on 18-1-1992. Notices of closure dated 17-1-1992 were also served on the workmen and their legal dues were paid on 18-1-1992. Three employees had not reported for work on 18-1-1992 and as such notices could not be served on them and their legal dues also could not be paid. He has deposed that the notices were sent to these workmen by registered post and their dues were paid by money order. This witness has produced the copy of the notice dated 17-1-1992 at Exb. E-12, copies of notices served on the workmen and the receipt issued by the workmen for having received their legal dues at Exb. E-13 colly & money order receipts and copies of notices sent to the workmen at Ex. E-14 colly. This witness has deposed that notice dated 17-1-1992 was also served on Ulhas Gaonkar (witness no. 2 of Party I) and the legal dues were also tendered to him but he refused to accept the same. He has further deposed that Shri Eknath Savordekar (witness no. 1 of party I) had also refused to accept the notice and the dues which were tendered to him. It is to be noted that Shri Eknath Savordekar as well as Ulhas Gaonkar have admitted in their cross that they had refused to accept the dues. The evidence on record clearly indicated that notices were duly served on the workmen and the legal dues were also paid to them. Merely because some of the employees had refused to accept notice or the dues it cannot be said that the party II had failed to comply with the provisions of the Act.

22. It is also to be noted that in the case of Avon Services V/s Industrial Tribunal reported in 1979 (1) LLJ, the apex court has reiterated the principles laid down by the constitution bench in the case of M/s. Hathisingh mfg. Co. Ltd. and others V/s Union of India and others (1960) 3 SCR 528, wherein it was held that "the legislature has not sought to place closure of an undertaking on the same footing as retrenchment U/s 25F. By Sec. 25F a prohibition against retrenchment, until the conditions prescribed by that section are fulfilled, is imposed, by Sec. 25 FFF(1). Termination of employment on closure of the undertaking without payment of compensation and without either serving notice or paying wages in lieu of notice is not prohibited. Payment of compensation and payment of wages for the period of notice are not therefore conditions precedent to closure." This legal proposition is also reiterated by the Hon'ble Bombay High Court in the case of Lal Batta Hotel aur Bakery Mazdoor Union V/s Ritz (Private) Ltd. and another 2007 (2) LLN 810.

23. In view of distinguishing features between Sec. 25F and 25 FFF, the decision in the case of State of Rajasthan (Supra) is not applicable to the facts of the case. It is also to be noted that in the case of Poonvasi V/s CSW Industries 1994(69) FLR 341, the Hon'ble Bombay High Court has held that notice to the appropriate

Government as contemplated under Sec. 25FFA is not a condition precedent and failure to comply with the same would not render the closure itself illegal or non-est from its very commencement.

Under the circumstances the closure cannot be said to be illegal for non compliance with provisions under Sec. 25 FFF and Sec. 25 FFA. Hence issues 1B and 1C are answered in the negative.

**24. Issue no. 2 :** It is not dispute that the Party II had restarted the business. In para 10 of the claim statement, the workmen had not stated as to when the Party II had restarted the mine, however in the rejoinder at Exb. 6 the workmen had claimed that the mines were restarted in March-April 1992. The workmen have claimed that they were not allowed to resume duties after restarting of the business whereas the Party I has stated that the mine was reopened from 1-11-1992 and that prior to reopening notice was displayed on the notice board and individual intimation dated 19-10-2002 was sent to the workmen by registered post for reporting for duties not later than 1-11-1992. The Party II has stated that inspite of the intimation, the workmen did not report for duties and as such vacancies were filled by recruiting new workers. It is to be noted that Shri Eknath Savardekar has deposed that in February, 1992 he came to know that the mine was restarted and when the workmen went to the mine to ascertain the facts they were told to settle the matter through courts. He has deposed that he had not received notice asking him to report for work. He has deposed that six other workmen had received such notice and that he had accompanied the said six workmen to the mine. He has deposed that Party II had refused to take back the said six workmen stating that they had to report on the previous day. The second witness Shri Ulhas Gaonkar had deposed that the mine was restarted about one month after the closure whereas the third witness Shri P. Gaonkar has deposed that the mine was restarted in March—April, 2002. He has admitted that in October, 1992, the Party II had served letters to the workmen informing them that the mine would be restarted in the last week of October, 1992. He has deposed that six workmen had reported for duty but they were not allowed to join. He has denied the suggestion that the mine was started only 1-11-1992. He was shown letter dated 28-10-1992 (Exb. E. 6). He has admitted having written the said letter. In this letter, which was addressed to Party II, this witness had stated that it was reported that party II was again restarting the mining operation without calling the senior workers, in violation of Rule 77 and 78 of Central rules. By this letter the witness no. 3 had called upon the Party II to pay full back wages to the workmen, with continuity in service. This letter does not indicate that the Party II had already started the mine in March—April, 1992 or that the Party II had refused employment to six workers who had reported to duty. On the contrary,

this letter indicates that the Party had not started the mining operation till 28-10-92. The Party I has also not examined the six workers who were allegedly refused employment.

25. It is to be noted that the witness Shri Shabbar Khan has produced notice dated 19-10-1992 (Exb. 23) regarding restarting of the mine, which was displayed at the site. He has produced copies of notices sent to the individual workmen and the AD cards which are at Exb. 24 colly. He has deposed that two workmen namely Prabhakar Devidas and Jaishree Gaonkar had reported for work after about 15-20 days. He has deposed that after re-opening of the mines about 18-20 workmen were employed out of which 2-3 employees were working prior to the closure. He has deposed that Shri Eknath Savardekar was not called as the truck which said Eknath was driving was given to Shaikh Fauzi Kader under the agreement dated 8-1-1992 (Exb. E-21) and that the Party II did not have any other vehicle. Similarly Shri Ulhas Gaonkar was not called as he had no valid certificate of mining. The evidence adduced by this witness proves that Party II had complied with provisions of Section 25F of Industrial Disputes Act. Be that as it may, in the case of *M/s. Maruti Udyog Ltd., V/s. Ram Lal and others* 2005(5) ALLMR (SC) 405, the Apex Court has held that "Once a valid transfer or a valid closure comes into effect, the relationship of employer and employee takes effect. Compensation is required to be paid to the workman as a consequence thereof and for no other purpose. Once it is held that Section 25F have no application in a case of transfer of an undertaking or closure thereof as contemplated in Section 25 FF and 25 FFF of the 1947 Act, the logical corollary would be that in such an event Section 25H will have no application."

26. It is also to be noted that the dispute of re-employment has not been referred and hence cannot be adjudicated upon. Reliance is placed on the case of *Karnal Central Co-operative Bank Ltd., V/s Industrial Tribunal Rohtak and others reported in 1994 (69) FLR 1006*. Hence issue no. 2 is answered in the negative. Under the circumstances and in view of discussion supra the workmen are not entitled for any relief. Issue no. 4 is answered accordingly. Hence I pass the following order;

#### ORDER

The justification for the closure of a business, in fact and truly effected, cannot raise and industrial dispute. Hence the reference is not maintainable.

No order as to cost.

Inform the Government accordingly.

Dated : 21-7-2008

Panaji

A. PRABHUDESSAI, Presiding Officer



नई दिल्ली, 23 दिसम्बर, 2008

का.आ 145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इनाकुलम के पंचाट (संदर्भ संख्या आई.डी. -30/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/5/1998-आई आर(एम.)]  
कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.I.D.-30/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relations to the management of HPCL and their workmen, which was received by the Central Government on 22-12-2008.

[No.L-30012/5/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th Aghrayana 1930)

I.D. 30 OF 2008

(I.D. 12/1999 of Labour Court, Ernakulam)

- Workman : Shri Augustine Raj J.,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Palakkad-678 621  
By Adv. Sri. O. V. Maniprasad.
- Management : 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikkode, Palakkad.  
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikkode, Palakkad-21  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikkode, Palakkad.  
By Adv. M/s. Menon & Pai.

This case coming up for hearing on 09-12-2008, this Tribunal-cum-Labour Court on the same day passed the following.

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikkode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first management company alone entered appearance. The worker as well as management 2 and 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the management 1 and 2 in terminating the service of the worker Shri Augustine Raj is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P. L. NORBERT, Presiding Officer

Appendix : Nil

नई दिल्ली, 23 दिसम्बर, 2008

का.आ. 146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ संख्या 11/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30011/85/2004-आई आर(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 146.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 2007), the Central Government hereby publishes the award (Ref. No. 11/2005) of the Central Government Industrial Tribunal-Cum-Labour Court, Kolkata now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of IOC and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30011/85/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT KOLKATA

Reference No.11 of 2005

Parties: Employers in relation to the management  
of Eastern Regional Office, IOCL(MD)

AND

Their workmen

Present : Mr. Justice C.P. Mishra, Presiding Officer

Appearance:

On behalf of the Management : None

On behalf of the Workmen : None

State : West Bengal Industry : Petroleum

Dated : 5th December, 2008

AWARD

1. By Order No.L-30011/85/2004-IR (M) dated 2-2-2005 the Government of India, Ministry of Labour in exercise of its power under Section 10 (1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the seven casual workmen viz. S/Sri Ashrumoy Dutta, Gowtham Roy, Manoranjan Halder, Buddadeb Das, Suraj Das, Jayadev Pal and Kajal Das who are working at Aviation Fuel Station

(of Indian Oil Corporation Ltd., Marketing Division) at NSC Bose International Airport, Kolkata continuously since 17-3-1992 entitled for regularization into the services of IOCL(MD) or not? In case they are entitled for regularization, from which date and in which pay-scale/grade they should be regularized? Whether the action of the management of M/s. IOC Ltd. (MD) in continuing these seven workmen on casual basis since 17-3-1992 is justified? If not, to what relief these workmen are entitled?

2. It appears from the record that letter No. L-30011/85/2004-IR (M) dated 4/7-11-2008 has been received from the Government of India, Ministry of Labour enclosing therewith a copy of the order dated 17-9-2007 passed in WP No. 1414 of 2005 by the Hon'ble High Court of Calcutta for compliance.

3. On persual of the above order of the Hon'ble High Court of Calcutta in WP No. 1414 of 2005 it is clear that the present order of reference dated 2-2-2005 has been set aside. In view of the above the present reference has now become infructuous.

Ordered accordingly.

C. P. MISHRA, Presiding Officer

Dated, Kolkata,  
the 5th December, 2008.

नई दिल्ली, 23 दिसम्बर, 2008

का.आ. 147.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई डी-32/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/6/1998-आई आर(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D.32/2008) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL, and their workmen, which was received by the Central Government on 22-12-2008.

[No. L-30012/6/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM****Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer**(Tuesday the 9th day of December 2008/18th  
Agrahayana, 1930)**I.D. No.32 of 2008****(I.D. No.13/1999 of Labour Court, Ernakulam)****Workman :** Smt. Suraja,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Kanjikkododu P.O., Palakkad-678621.

By adv. Sri. O.V. Maniprasad.

**Management :** 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikkode, Palakkad.  
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikkode Palakkad-21.  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikkode Palakkad.

By adv. M/s. Menon &amp; Pai.

This case coming up for hearing on 9-12-2008, this  
Tribunal-cum-Labour Court on the same day passed the  
following :**AWARD**This is a reference made under Section 10(1)(d) of  
Industrial Disputes Act challenging the termination of ser-  
vice of the worker.2. The worker claims that he was engaged from 1993  
onwards in House Keeping and incidental work under the  
contractor in HPCL Bottling Plant at Kanjilkode. The prin-  
cipal employer HPCL in collusion with the contractor denied  
employment to the worker. Though the contractors changed  
the workers remained the same. The work done by the  
labourers under the contractor is a permanent work. The  
worker is entitled to be absorbed by the principal employer.  
However, service of the workman was terminated by the  
principal employer in collusion with the contractor. He is  
entitled to be reinstated with back wages and absorbed in  
HPCL.3. According to the management the worker was only  
a contract labourer. He is not a workman defined under  
Section 2(s) of Industrial Disputes Act. There is no em-  
ployer-employee relationship between the principal em-  
ployer and the claimant. The reference is not maintainable.  
the workman has to prove that he was engaged in house  
keeping and incidental work under the contractor from1993 onwards. Even if the worker was continuously  
engaged by his successive contractors that will not confer  
a right for employment under the first management. House  
keeping work by contract is not prohibited in first manage-  
ment. It is not correct to say that the service of the work-  
man was terminated by the first management in collusion  
with the contractor. The first management being a public  
sector undertaking there are procedures for selection and  
appointment of permanent employees in the first manage-  
ment. Therefore, the claimant is not entitled for absorption  
in the first management company. Due to the statutory  
obligations the contract labourers are covered by ESI and  
EPF Acts. The claimant is not entitled for any relief against  
the first management.4. The case was pending before the State Labour  
Court, Ernakulam initially and was transferred to this Court  
as per the order on Hon'ble High Court of Kerala. Though  
notices were issued to all parties the first management  
company alone entered appearance. The worker as well as  
management 2 or 3 are remaining absent continuously. The  
reference was made in 1999. The worker does not appear to  
be interested in the dispute. Hence, it has to be presumed  
that there is no existing dispute for adjudication.In the result, an award is passed finding that the  
action of the managements 1 and 2 in terminating the ser-  
vice of the worker Smt. Suraja is legal and justified and she  
is not entitled for any relief.Dictated to the Personal Assistant, transcribed and  
typed by her, corrected and passed by me on this the 9th  
day of December, 2007.**P. L. NORBERT, Presiding Officer**

Appendix : Nil.

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 148.—औद्योगिक विवाद अधिनियम, 1947 (1947  
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल.  
के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध  
में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम  
न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या 33/2008) को  
प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त  
हुआ था।

[सं. एल-30012/7/1998-आई आर(एम.)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 148.— In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the Central  
Government hereby publishes the award (Ref. No. 33/2008)  
of the Central Government Industrial Tribunal/Labour Court,  
Ernakulam now as shown in the Annexure, in the Industrial  
Dispute between the employers in relation to the

management of HPCL, and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30012/7/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 9th day of December, 2008/18th Agrayana, 1930)

I.D. No. 33 of 2008

(I.D. No. 14/1999 of Labour Court, Ernakulam)

Workman : Smt. Antony Raj A.,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Kanjikkododu P.O., Palakkad-678621.

By adv. Sri. O.V. Maniprasad.

Management : 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikkode, Palakkad.  
2. Shri A Mani, Civil Contractor,  
K. Putdhur, Kanjikkode Palakkad-21.  
3. Shri Sajeewan,  
House Keeping Contractor,  
HPCL, Kanjikkode Palakkad.

By adv. M/s. Menon & Pai.

This case coming up for hearing on 9-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikkode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However, service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labourer. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking, there are procedures for selection and appointment of permanent employees in the first management. Therefore, the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order on Hon'ble High Court of Kerala. Though notices were issued to all parties, the first management company alone entered appearance. The worker as well as managements 2 or 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Shri Antony Raj is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई डी-34/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/8/1998-आई आर(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

**S.O. 149.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.I.D. 34/2008) of the Central Government Indus.Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of HPCL, and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30012/8/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th  
Agrahayana 1930)

**I.D. 34 of 2008**

**(I.D. 15/1999 (C) of Labour Court, Ernakulam)**

**Workmen :** Shri. Fawja,  
C/o. Chenthamarakshan K.  
Koyyamarakkad, CITU Office,  
Kanjikode P.O., Palakkad-678621.

By Advocate Sri. O.V. Maniprasad.

**Management :** 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.  
2. Shri A Mani, Civil Contractor,  
K. Puthur, Kanjikode Palakkad-21.  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode Palakkad.

By Advocate M/s. Menon & Pai.

This case coming up for hearing on 9-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act Challenging the termination of service of the worker.

2. The workers claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The

worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first management company alone entered appearance. The worker as well as management 2 or 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Shri Fawja is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 150.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम

न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई डी-31/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/9/1998-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

**S.O. 150.**— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 2007), the Central Government hereby publishes the award (Ref. No.I.D. 31/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of HPCL, and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30012/9/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**Present :** Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th  
Agrahayana 1930)

**I.D. No. 31 of 2008**

**(I.D. No. 16/1999 of Labour Court, Ernakulam)**

**Workmen :** Shri. V.K. Shaji,  
C/o. Chenthamarakshan K.  
Koyyamarakkad, CITU Office,  
Kanjikode P.O., Palakkad-678621.

By Advocate Sri. O.V. Mani Prasad.

**Management :** 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.  
2. Shri A Mani, Civil Contractor,  
K. Puthur, Kanjikode Palakkad-21.  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode Palakkad.

By Advocate M/s. Menon & Pai.

This case coming up for hearing on 9-12-2008, this Tribunal-cum-Labour Court on the same day passed the following :

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The workers claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first management company alone entered appearance. The worker as well as management 2 or 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Shri V.K. Shaji is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P.L. NORBERT, Presiding Officer

Appendix : Nil.



नई दिल्ली, 23 दिसम्बर, 2008

का.आ 151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई डी-35/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/10/1998-आई आर(एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 151.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.I.D. 35/2008) of the Central Government Industrial Tribunal-Cum Labour Court, Ernakulam now as shown in the Annexure, in the Industrial Dispute between the the employers in relation to management of HPCL, and their workman, which was received by the Central Government on 22-12-2008.

[No. L-30012/10/1998-IR(M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. NORBERT, B.A., LL.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th Agrayayana 1930)

I.D. No. 35 of 2008

(I.D. No. 17/1999 (C) of Labour Court, Ernakulam)

Workmen : Shri. Sivaraman A.,  
C/o. Chenthamarakshan K.  
Koyyamarakkad, CITU Office,  
Kanjikode P.O., Palakkad-678621.

By Adv. Sri. O.V. Maniprasad.

Management : 1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.  
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikode Palakkad-21.  
3. Shri Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode Palakkad.

By Adv. M/s. Menon & Pai.

This case coming up for hearing on 9-12-2008, this Tribunal-cum-Labour Court on the same day passed the following:

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The workers claims that he was engaged from 1993 onwards in House Keeping and Incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Dispute Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore, the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order on Hon'ble High Court of Kerala. Though notice were issued to all parties the first management company alone entered appearance. The worker as well as management 2 or 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Smt. Sivaraman is legal and justified and he is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

नई दिल्ली, 23 दिसम्बर, 2008

का.आ 152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी.-36/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/11/1998-आई. आर. (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 152. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D.-36/2008) of the Central Government Industrial Tribunal/Labour Court, ERNAKULAM as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workmen, which was received by the Central Government on 22-12-2008.

[No. L-30012/11/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

## ANNEXURE

## IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. NORBERT, B. A., LL.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th

Agrahayana 1930)

I. D. 36 of 2008

(I.D.18/1999 (C) of Labour Court, Ernakulam)

Smt. Thursa,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Kanjikode P. O.,  
Palakkad—678621.

—Workman

By Adv. Sri. O. V. Mani Prasad.

1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikode, Palakkad-21.

3. Shri. Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode, Palakkad.

—Management

By Adv. M/s. Menon &amp; Pai

This case coming up for hearing on 09-12-2008, this Tribunal-cum-Labour Court on the same day passed the following:

## AWARD

This is a reference under Section 10 (1) (d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 onwards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The worker done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first Management company alone entered appearance. The worker as well as management 2 and 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Smt. Thursa is legal and justified and she is not entitled for any relief.

Dictated to the Personal Assistant, Transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P.L. NORBERT, Presiding Officer

APPENDIX : Nil



नई दिल्ली, 23 दिसम्बर, 2008

का.आ 153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या आई.डी.-37 /2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2008 को प्राप्त हुआ था।

[सं. एल-30012/12/1998-आई आर( एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 23rd December, 2008

S.O. 153.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D.- 37/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workmen, which was received by the Central Government on 22-12-2008.

[No. L-30012/12/1998-IR (M)]

KAMAL BAKHRU, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B. A., LL.B., Presiding Officer

(Tuesday the 9th day of December 2008/18th  
Agrahayana 1930)

I. D. 37 of 2008

(I.D.19/1999 (C) of Labour Court, Ernakulam)

Smt. Suseela,  
C/o Chenthamarakshan K.,  
Koyyamarakkad, CITU Office,  
Kanjikode P. O.,  
Palakkad—678621.—Workman

By Adv. Sri. O.V. Maniprasad.

1. The Plant Manager,  
HPCL Bottling Plant,  
Kanjikode, Palakkad.
2. Shri A. Mani, Civil Contractor,  
K. Puthur, Kanjikode, Palakkad-21.
3. Shri. Sajeevan,  
House Keeping Contractor,  
HPCL, Kanjikode, Palakkad. —Management

By Adv. M/s. Menon & Pai

This case coming up for hearing on 09-12-2008, this Tribunal-cum-Labour Court on the same day passed the following.

#### AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act challenging the termination of service of the worker.

2. The worker claims that he was engaged from 1993 on wards in House Keeping and incidental work under the contractor in HPCL Bottling Plant at Kanjikode. The principal employer HPCL in collusion with the contractor denied employment to the worker. Though the contractors changed the workers remained the same. The work done by the labourers under the contractor is a permanent work. The worker is entitled to be absorbed by the principal employer. However service of the workman was terminated by the principal employer in collusion with the contractor. He is entitled to be reinstated with back wages and absorbed in HPCL.

3. According to the management the worker was only a contract labour. He is not a workman defined under Section 2(s) of Industrial Disputes Act. There is no employer-employee relationship between the principal employer and the claimant. The reference is not maintainable. The workman has to prove that he was engaged in house keeping and incidental work under the contractor from 1993 onwards. Even if the worker was continuously engaged by his successive contractors that will not confer a right for employment under the first management. House keeping work by contract is not prohibited in first management. It is not correct to say that the service of the workman was terminated by the first management in collusion with the contractor. The first management being a public sector undertaking there are procedures for selection and appointment of permanent employees in the first management. Therefore the claimant is not entitled for absorption in the first management company. Due to the statutory obligations the contract labourers are covered by ESI and EPF Acts. The claimant is not entitled for any relief against the first management.

4. The case was pending before the State Labour Court, Ernakulam initially and was transferred to this Court as per the order of Hon'ble High Court of Kerala. Though notices were issued to all parties the first Management company alone entered appearance. The worker as well as management 2 and 3 are remaining absent continuously. The reference was made in 1999. The worker does not appear to be interested in the dispute. Hence it has to be presumed that there is no existing dispute for adjudication.

In the result, an award is passed finding that the action of the managements 1 and 2 in terminating the service of the worker Smt. Suseela is legal and justified and she is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of December, 2007.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2008

का.आ 154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. वेल्ट्रोन इंजीनियरिंग सर्विसेस, एमईएस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 263 /2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-12-2008 को प्राप्त हुआ था।

[सं. एल-14011/6/2002-आई आर(डी यू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th December, 2008

S.O. 154.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 263/2006) of the Central Government Industrial Tribunal/Labour Court, Cochin as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Weltron Engineering Services, MES and their workmen, which was received by the Central Government on 26-12-2008.

[No. L-14011/6/2002-IR (DU)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B. A., LL.B., Presiding Officer

(Wednesday the 19th day of November 2008/28th Karthika 1930)

I. D. 263 of 2006

1. Sri. N.V. Joseph,  
Nattayikkodath House,  
Bhavana Parambu,  
Thammanam P.O., Kochi-682032.
2. The General Secretary,  
General Contract Workers Sangh,  
7/79, Perandoor Road, Ernakulam. —Workman/  
Union

By Adv. Sri. T.C. Krishna

M/s. Weltron Engineering Services,  
MES, Mandakara Road,  
Ayyappankavu, Kochi-682018. —Management

By Adv. C. P. Saji.

This case coming up for hearing on 18-11-2008, this Tribunal-cum-Labour Court on 19-11-2008 passed the following.

#### AWARD

This is a reference under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of M/s. Weltron Engineering Services in denying payment of wages from May, 2000 and bonus for the accounting year 1999-2000 and 2000-2001 to Shri.N.V. Joseph is legal and justified? If not, to what relief the workman is entitled to and from which date?"

2. The facts of the case in brief are as follows:—The Workman Sri. N. V. Joseph claims that he was working as Diesel Operator at Tarangini Apartment, Ernakulam under the management M/s. Weltron Engineering Services from April 1996 to 6-4-2001. He claims that he was paid Rs. 1,800- per month as salary. But the management stopped payment of salary from May 2000 onwards. Since there was no payment the worker stopped the work on 6-4-2001. He claims wages for the period from May 2000 to 6-4-2001 as well as bonus for the years 1999-2000 and 2000-2001.

3. According to the management the worker was never employed by the management. Therefore there was no occasion for paying salary, wages or bonus. There is no employer-employee relationship between the parties. There is no scope for raising an industrial dispute. The workman is the proprietor of M/s. Aileen Engineering Enterprises, Chakkaraparambu. The management had invited quotations for doing fabrication work on contract basis at various Apartments of MES maintained by the management as per contract with MES. The concern of the worker also had submitted quotation in 2000 and 2001. The contract work of fabrication was carried out by the worker using low quality materials and hence he was asked to re-fabricate by using quality materials. This is the reason why the worker raised this dispute. The worker had filed similar claim petition against another firm in a similar matter and it was settled. The worker is not entitled for any relief.

4. The worker in his rejoinder contended that his family had an SSI unit by name M/s. Aileen Engineering Enterprises, a fabrication unit. A quotation was submitted by the said firm to the management. But the work was not entrusted to the firm. The workman was an employee of Fast and Safe Transports Private Limited before joining the management. He had claimed benefits due from that firm through labour court. But it has nothing to do with the present claim.

5. In the light of these contentions the following points arise for consideration.

- (1). Was the claimant an employee of the management?

(2). Are wages and bonus due to the claimant as mentioned in the claim petition ?

The evidence consists of the oral testimony of WW1 and documentary evidence of Ext. W1 on the side of the worker and no evidence on the side of the management.

6. Point No. 1 :— Though the worker claims that he was employed under the management from May 1996 till 06-04-2001, the management denies it in to the contention. They say that as per records he was never an employee of the management. However the worker mounted the box and has given evidence in support of his contention. Since the management remained absent continuously the worker was not cross examined. Thus his testimony stands unchallenged. Ext. W1 is an identity card issued in the name of the worker Shri. N. V. Joseph by the security office of Naval Base and counter signed by Assistant Garrison Engineer, Cochin-24. The designation is Diesel Generator Operator and the name of work is Tarangini MES Generator Operator. It is a photo affixed pass and sealed by the security office of Naval Base. Being the prohibited area of naval base, without the identity card nobody could enter the premises and work. Ext. W1 is also unchallenged. In the absence of any contra evidence the contention of the management that he was never employed, cannot be accepted. Hence I find that the worker was an employee of the management M/s. Weltron Engineering Services during the period from April 1996 till 06-04-2001.

7. Point No. 2 :—The worker through his oral testimony has proved his claim that salary is due from May 2000 onwards till 06-04-2001. According to him the reason stated by the management for non payment of salary is that the bills of management were pending with MES and as soon as bills were paid his claim would be settled. He also claims bonus for the period 1999-2000 and 2000-2001. Since there is no evidence on the side of the management to controvert the testimony of WW1, I find that salary and bonus for the aforementioned period is due to the worker.

In the result an award is passed finding that the action of the management in denying wages for the period from May 2000 to 06-04-2001 and bonus for the period 1999-2000 and 2000-2001 is illegal and unjustified. The workman is entitled to get arrears of wages and bonus as claimed by him. The management is directed to pay the same without further delay.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of November, 2008.

P. L. NORBERT, Presiding Officer

## Appendix

### Witness for the Union

WW1- 18-11-2008 - Shri. Joseph N. V.

Witnesses for the Management - Nil

### Exhibit for the workman

W1 - Identity Card issued in the name of worker Sri. N. V. Joseph by the Security Office of Naval Base.

Exhibit for the Management - Nil

नई दिल्ली, 31 दिसम्बर, 2008

का.आ 155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 325/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-12-2008 को प्राप्त हुआ था।

[सं. एल-12012/88/2001-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st December, 2008

S.O. 155.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.325/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Hyderabad, and their workmen, received by the Central Government on 31-12-2008.

[No. L-12012/88/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B. A., LL.B., Presiding Officer

(Friday the 24th day of October, 2008/2nd Kartika, 1930)

I. D. 325 of 2006

(I.D.04/2002 of Labour Court, Ernakulam)

Mrs. Meenakshi Subramaniya Iyer,  
200, Ashoka, Second Street,  
Sankar Nagar, Kaimanam (P.O.),  
Trivandrum-695040.

... Workman

By Adv. Lekshmana

1. The Branch Manager,  
State Bank of Hyderabad,  
Ernakulam Branch,  
Pullepady Junction, Cochin-682035.

2. The Managing Director,  
State Bank of Hyderabad,  
Gun Foundary,  
Hyderabad-500001. . . . Management

By Adv. G. Sreekumar.

This case coming up for final hearing on 20-10-2008, this Tribunal on 24-10-2008 passed the following.

#### AWARD

This is a reference under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of State Bank of Hyderabad in terminating the service of Mrs. Meenakshi Subramaniya Iyer was legal and justified ? If not, what relief the applicant is entitled to ?”

2. The facts of the case in brief are as follows :— Mrs. Meenakshi Subramaniya Iyer joined service of State Bank of Hyderabad as Clerk in February 1984. While so, she applied for leave up to 03-08-1988 and went abroad to join her husband at Riyad. Thereafter she applied for extension of leave and then for maternity leave which expired by 23-05-1989. Thereafter she did not join duty, but applied for leave and extension of leave. Meanwhile the bank issued notice of termination on 13-03-1990 and after a period of 30 days termination was effected. It is under challenge.

3. According to the claimant the termination of service is illegal as she was not served with a termination notice. She had applied for leave up to 01-11-1989. Since there was no communication from the bank she was under the impression that her leaves were granted. When she returned to India she approached the bank on 13-02-1991 expressing her willingness to join duty and stating the reasons for absence and requesting to treat her absence as leave on loss of pay. The Bank Manager instructed her to wait till permission was obtained from the Regional Office. She waited long. But there was no reply from the bank. Hence she made representation on 17-01-2000 seeking permission to join duty. But there was no response from the bank. Hence she was constrained to raise the dispute.

4. According to the management leave up to 22-05-1989 was granted by the bank. Thereafter there was no leave at credit. The worker was informed when leave was granted up to 22-05-1989 that no further extension of leave would be permitted. As per Bipartite Settlement she can not presume sanction of leave until it is so communicated to her. After 22-05-1989 no leave was granted. Her absence thereafter was unauthorised. She had not informed the bank about the journey to foreign country. By notice dated 13-03-1990 she was asked to report within 30 days failing which to treat her absence as unauthorised and to deem that she had voluntarily retired from service. Thereafter order of termination was issued on 30-04-1990

and the matter was published in the newspaper on 16-02-1991 and the worker had knowledge about it. There is no illegality in the order of termination. She is not entitled for reinstatement.

5. In the light of the above contentions the following points arise for consideration.

- (1) “Whether the claimant was given notice of termination ?
- (2) Is the order of termination legal ?”

The evidence consists of oral testimony of WW1 and 2 and Exts. W-1 to 21 on the side of the worker and MW-1 and Exts. M-1 to M-4 on the side of the management.

6. Point 1 and 2 :— Smt. Meenakshi Subramania Iyer was a Clerk of Management Bank. She applied for leave from 25-04-1988 to 25-05-1988 and then for half pay leave from 25-05-1988 to 03-08-1988. Thereafter she went abroad to join her husband in Riyad without informing the bank about her foreign trip. Then she applied for extension of leave from 04-08-1988. to 21-2-1989 She rejoined duty on 22-02-1989. On the same day she applied for maternity leave for 90 days from 23-02-1989 to 22-05-1989. All such leave were granted by Ext. M1 leave sanctioning order dated 02-06-1989. But it was specified in that order that no further extension of leave would be permitted. After the expiry of the period of maternity leave she did not join duty, but applied for leave from 24-05-1989 to 30-06-1989 by Ext. W6 application. After applying for leave she returned to Gulf country on 29-06-1989. Thereafter she applied for extension of leave from 01-07-1989 to 01-09-1989 by Ext. W7 application. Again she applied for leave for the period from 01-09-1989 to 01-11-1989 by Ext. W8 application. On 13-03-1990 the bank issued Ext. M3 notice of termination for remaining unauthorisedly absent exceeding 90 days continuously. The absence from 23-05-1989 onwards was treated as unauthorised. Ext. M3 notice was sent to her permanent address at Trichur. The notice returned with a postal endorsement “addressee left India”. According to the worker Ext. M3 notice was not recieved by her as she was not in the address at Trichur. According to her the management was aware that she was in Riyad. The management also knew the claimant’s address at Riyad. They had sent Ext. W9 notice in Riyad address. Ext. W9 is dated 15-12-1988 sent by the Bank Manager to the worker in the Riyad address. It is a notice of termination. However the bank did not act upon this because all leave applications for leave up to 22-05-1989 were sanctioned as per Ext. M1 leave sanctioning order dated 02-06-1989.

7. But the learned counsel for the worker argued that having known that the worker was abroad and knowing the foreign address the management had sent Ext. M3 notice of termination on 13-03-1990 in the Trichur address only to be returned without service. According to the learned counsel it is not a proper notice and no opportunity of

hearing was given to the worker. Hence the termination is illegal. To support his contention the learned counsel relied on the decision in *M/s. Lakshmi Precision Screws Ltd. v. Ram Bahagat* 2002 Lab I. C. 2968. In the reported case as per the Certified Standing Orders of the Company Clause 9(f)(ii) unauthorised absence for 10 consecutive working days will entail in termination of his service. However on the 4th day of unauthorised absence a notice was issued to the employee and on the 12th day he was removed from the roll of the company. This was considered not in accordance with the provisions of Standing Orders Act. So the Hon'ble Supreme Court held that the employee was neither given a proper notice nor an opportunity of hearing. Evidently in the reported case notice was issued in violation of standing orders. No such situation arises in the present case. The decision has no application to the case on hand.

8. In *Union of India & others v. D. S. Karekar & others* 1998-II-LLJ 748 a charge sheet issued by registered post had returned with a postal endorsement "not found". It was held that the management should have made further efforts to serve the charge sheet on the delinquent personally through office peon or again by registered post. It is to be noted that besides the failure to make a second attempt to serve charge sheet the show cause notice was straight away published in newspaper having no wide circulation without trying for a personal service. In these circumstances the Hon'ble Supreme Court made the above observation. After issuance of a charge sheet an enquiry was to follow and the delinquent had to meet the charges and prove his innocence. Such a situation cannot be equated to service of notice of termination as in the present case.

In *Joy Xavier v. Madura Coats Ltd.* 2000(1) KLT 43 as per Clause 21(C) of certified standing orders the employee was entitled to a termination notice. But the notice sent to him through post returned with an endorsement "addressee out of India—returned to sender". It was observed that the management had not made any attempt to adopt a different mode of service like publication of the notice in the newspaper. In that case the worker had remained absent from 18-06-1986 and he reported for duty only on 28-12-1986. As per the certified standing orders of the company a notice of termination was issued to him. But the notice returned with an endorsement 'addressee out of India'. Thereafter a copy of the notice was again sent, but with the same result. The worker reported for duty on 28-12-1986 and produced a medical certificate showing that he was under treatment from 18-06-1986 to 27-12-1986 in the Mental Hospital, Trichur as he was suffering from 'anxiety neurosis'. It was in that context of mental derailment that the Hon'ble High Court had held so.

In *S.R. Alse v. Dy. G.M., Syndicate Bank, Hyderabad* 1999-III-LLJ (supp.) 1397 it was held by Andhra Pradesh

High Court that notice of termination sent to the employee on the ground of unauthorised absence beyond 90 days in accordance with the provisions in the Bipartite Settlement and returned to the sender with a postal endorsement "addressee left, returned to sender" is not sufficient notice to the employee, but the management should have taken further steps to give notice by other modes known to law. Reliance was placed by the High Court in the Supreme Court decision referred supra and reported in *Union of India & Ors. v. D. S. Karekar & Ors.* (1998-II-LLJ-748). I have already mentioned while referring to *D. S. Karekar's* case that the factual position in the reported case is different from the present case. Besides there are a host of other circumstances that there is no denial of opportunity of hearing.

9. The first notice of termination was issued on 07-03-1990 in Trichur address and the second notice on 13-03-1990 in the same address. Both returned with an endorsement 'addressee left India'. This can be seen from pages 27 and 29 of the file relating to correspondence to and from the worker and internal correspondence of the bank. This file was produced by management as documents contained therein were called for by the worker. This was followed by a termination order dated 30-04-1990 (Ext. W-12). It was published in Malayala Manorama news paper (page 41-A of the file). The absence from 23-05-1989 is unauthorised and a notice of termination was issued after 9 months in March 1990. The permanent address furnished by her to bank is the Trichur address. Hence the notice was issued in that address. But she was in Riyadh at the time of the notice (WW1). She had not applied or informed the bank that she had intended to go abroad. There is no evidence to show that she had given change of address at any time or at the time she proceeded to the foreign country. As per Bank's circular No. PER/Gr. V/196 dated 28-02-1989 an employee going abroad must seek prior permission by furnishing address. There is no evidence to show that she had complied with the circular and had given change of address. But it was submitted by the learned counsel for the worker that the management was aware of the foreign address and is evidenced by Ext. W9. It is a notice sent to Riyadh address of the worker by the bank on 15-12-88 asking her to report for duty within 30 days failing which to treat her as having voluntarily retired from service. It is true that Ext. W9 is addressed to Riyadh. But it does not mean that this is the change of address furnished by the worker officially to the bank. It is neither a change of address nor a permanent address officially furnished by the worker. The bank might have sent the notice in view of the communication received by the bank from the worker in the Riyadh address. But it is relevant to note that the worker had applied for leave by Ext. W6, 7 and 8 applications from Trichur and Trivandrum address. In fact when Ext. W8 application dated 28-08-1989 was sent from Trivandrum address she was

actually in Riyad. This is admitted by WW1 in her deposition in the cross examination. According to her she had returned to gulf country after coming to India on 29-06-1989 and was there till 19-08-1990. However Ext. W8 application for leave is applied from Trivandrum address with a medical certificate from a doctor at Trivandrum. The explanation of WW1 is that she had telephoned to the doctor at Trivandrum and the family members of the husband at Trivandrum had collected the medical certificate and submitted Ext. W8 leave application to the bank. If the management were to communicate in the addresses shown in Exts. W6 to 8 and 9 they will have to send notice to all the places at Trichur, Trivandrum and Riyad. At the same time worker in Ext.M-4 letter sent to bank acknowledges that she come to know that her service was terminated while she was in Riyad. Ext.M-4 is dated 03-06-1990. The notice was sent on 13-03-1990 and termination order was issued on 30-04-1990 and was published in newspaper on 16-02-1991. WW-1 admits that her delivery was at Trivandrum in March 1989. Her maternity leave expired by 22-05-1989. she returned to Gulf on 29-06-1989. But in Ext.M-4 letter of the worker to the bank dated 03-06-1990 she mentions that her delivery was not normal and hence she had sought extension of leave and by that time her visa was going to expire and hence she had to fly back to Riyad immediately. Therefore she could not inform the bank. But Ext. W-7 letter dated 29-06-1989 by which she had applied for leave for the period from 01-07-1989 to 01-09-1989 sent from Trivandrum shows that the letter was sent to bank on the date of returning to gulf. Still there is no mention in Ext.W 7 that she was going abroad and her change of address was being furnished. Again she applied for leave from Trivandrum address by Ext.W-8 on 29-08-1989 seeking extension of leave up to 01-11-1989. Still nothing is mentioned about her stay in Riyad or furnished her address in Riyad. She could correspond with the bank through her relatives in India whenever she wanted. Yet she pretends ignorance about Ext. M-3 notice of termination. At the same time she admits that she came to know of the termination order. If the management were to send notice at Riyad address she could turn round and say that her permanent address is that of Trichur and hence notice sent to Riyad address is not proper. It is not the personal knowledge of an officer of the bank which can be treated as official communication or record regarding address of an employee. In Ext. M-4 letter she does not say that she was aggrieved by the order of termination because she was not given notice of termination. Though admittedly she came back to India on 19-8-1990 she went to bank only on 13-2-1991 and gave Ext. W-11 representation to condone her absence from 24-5-1989 onwards and to treat such absence as on loss of pay and allow her to rejoin duty. According to her the Branch Manager had asked her to wait until permission of the Regional Manager was obtained. There was no reply from the bank. Thereafter she approached the bank with a representation on 17-1-2000 only after a lapse of 9 years

stating reasons why she could not rejoin duty. She was so indifferent about her employment. She cannot presume that all her leave applications would have been granted in the absence of any communication to her from the bank. Clause 13.5 of the First Bipartite Settlement says that "no leave or extension of leave shall be granted unless an order to that effect is passed and communicated to the employee concerned". She cannot expect the bank to retain her post vacant for 9 years. Clause 13.11 of the same Bipartite Settlement says that "an employee shall before proceeding on leave intimate the contacting authority his address while on leave and shall keep the said authority informed of any change in the address previously furnished". The worker was in the know of things in the bank with regard to her employment (Ext. M4). Notices were sent in the address furnished by her and by registered post. Again order of termination was issued in the same address and published in newspaper. She was not keen on resuming duty and went on seeking extension of leave even after the order of the bank that no further extension of leave would be granted. For the reasons stated above I find that notice of termination was properly communicated and the order of termination is in accordance with Clause XVI of 4th Bipartite Settlement dated 17-9-1984 and is legal.

In the result an award is passed finding that the action of the management in terminating the service of Mrs. Meenakshi Subramaniya Iyer is legal and justified and she is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of October, 2008.

P. L. NORBERT, Presiding Officer

#### Appendix

##### Witnesses for the workman

WW1 — 17-10-2007 Mrs. Meenakshi Subramaniya Iyer.

WW2 — 08-02-2008 C. Philipose.

##### Witness for the Management

MW1 — 13-6-2008 K.P.Vijayakrishnan.

##### Exhibits for the workman-

W1 — Letter of Regional Manager to Branch Manager dated 25-4-1989 sanctioning leave of the workman up to 22-5-1989.

W2 — Letter of worker to the Branch Manager dated 22-02-1989 expressing willingness to join duty.

W3 — Leave application for Maternity Leave submitted by the worker to the Branch Manager dated 22-02-1989.

W4 — Letter of Branch Manager to the worker dated 01-03-1989 asking the worker to produce fitness certificate.



- W5 — Letter of worker to the Branch Manager dated 14-03-1989 forwarding fitness certificate.
- W5(a) — Medical Certificate dated 23-02-1989.
- W5(b) — Copy of fitness certificate dated 22-02-1989.
- W6 — Application of the worker for extension of leave dated 24-05-1989 with medical certificate.
- W7 — -do- with medical certificate dated 29-06-1989.
- W8 — -do- with medical certificate dated 29-09-1989.
- W9 — Memo dated 15-12-1988 issued to the worker.
- W10 — Copy of letter of worker to the Branch Manager dated 03-06-1990.
- W11 — Letter of worker to the Branch Manager dated 13-02-1991 requesting to allow her to resume duty.
- W12 — Termination order issued by the Regional Manager to the worker dated 30-04-1990.
- W13 — Letter of worker to the Branch Manager dated 17-02-1992 expressing her desire requesting to take her back in the service.
- W14 — Reply statement of the worker to the written statement of management submitted before Assistant Labour Commissioner(C), in the Industrial Dispute raised by the worker.
- W15 — Forwarding letter of Branch Manager to Assistant Labour Commissioner forwarding the comments to the rejoinder submitted by the worker to the Assistant Labour Commissioner concerning Industrial Dispute dated 29-12-2000.
- W16 — Representation of the worker to the Managing Director and Branch Manager of the Bank for permitting her to work in the bank dated 17-01-2000.
- W17 — Acknowledgment card concerning Ext.W-16 addressed to the Branch Manager.
- W18 — Acknowledgment card concerning Ext.W-16 addressed to the Managing Director.
- W19 — Letter of worker to Managing Director dated 24-04-2000.
- W20 — Acknowledgment card addressed to the Branch Manager.
- W21 — Acknowledgment card addressed to the Managing Director.

#### Exhibits for the Management

- M1 — Leave sanctioning order dated 02-06-1989.
- M2 — Reply of the bank to application of the workman for extension of leave dated 04-10-1989.
- M3 — Notice dated 13-03-1990 issued to the worker.
- M4 — Letter of the worker to the Branch Manager dated 03-06-1990.

नई दिल्ली, 31 दिसम्बर, 2008

का.आ 156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ त्रवन्कोर प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 167/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-12-2008 को प्राप्त हुआ था।

[सं. एल-12012/101/1997-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st December, 2008

S.O. 156.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Travancore, and their workmen, received by the Central Government on 31-12-2008.

[No. L-12012/101/1997-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L.Norbert, B.A., LL.B., Presiding Officer  
(Tuesday the 4th day of November 2008/13th Karthika 1930)

I.D. 167/2006

(ID 02/1998 of Labour Court, Ernakulam)

Workman : Sri P.K. Unni,  
Lakshmi Vihar,  
Puduppariyaram,  
Palakkad—678733.

By Adv. Sri. C. Anilkumar

Management : The Regional Manager,  
State Bank of Travancore,  
Zonal Office,  
Mavoor Road, Calicut -673024.  
By Adv. Sri Saji Varghese.

This case coming up for final hearing on 28-10-2008, this Tribunal-cum-Labour Court on 04-11-2008 passed the following.

#### AWARD

This is a reference made under Section 10(1) (d) of I.D. Act. The reference is :

“Whether the action of the management of State Bank of Travancore in dismissing the services of Sr. P.K. Unni, Cashier-Clerk form 27-06-1996 is justified? If not, to what relief the workman is entitled?”

2. The facts in a nutshell are as follows:- The workman was a cashier in State Bank of Travancore, Koliyadi Branch of Wayanad District. He was charge sheeted for certain misconduct and a domestic enquiry was conducted. He was found guilty of the charges and was dismissed from service in June 1996. The workman had challenged the enquiry and had raised a preliminary objection regarding validity of enquiry. By order dated 19-12-2006 the enquiry was found to be invalid. According to the workman there are no materials on record to find him guilty and the punishment is disproportionate to the misconduct alleged. The workman is entitled to be reinstated with full back wages, continuity of service and all other consequential benefits.

3. According to the management the allegations stand proved as per the evidence adduced before the Enquiry Officer. The workman was given opportunity of hearing by the disciplinary authority before imposing the punishment. The workman is not entitled for any kind of relief.

4. The points that require consideration are :—

1. Is the finding sustainable ?

2. Is the punishment proper ?

The evidence consists of the oral testimony of WW1 on the side of the workman and MW1 and documentary evidence of Exts. M1 to M8 on the side of the management.

5. Point No. 1 & 2:—This court has already found by order dated 19-12-2006 that the enquiry is invalid. However the management has not raised a plea in the written statement seeking permission to lead evidence to prove the charges afresh. However it is seen that a petition for amending the written statement was filed before the State Labour Court as M.P. 53 of 2002 on 17-09-2002. However petition is seen posted along with the reference to be decided in the final stage.

6. The learned counsel for the management press for amendment of the written statement or at least permission to adduce evidence to prove the charges. This was vehemently opposed by the learned counsel for the workman. But there is no scope for speculation as the issue is set at rest by the 5 Judges Bench of the Hon'ble Supreme Court in *K.S.R.T.C. v. Lakshmiddevamma* 2001-II-LLJ 199 (para 17 to 20) wherein it is observed that if the management wants to adduce evidence there should be a pleading in the written statement originally filed and subsequent incorporation of the plea cannot be allowed. However the learned counsel for the management submits on the basis of the same ruling that there is no absolute bar in permitting evidence even if there is a prayer to lead evidence. But I don't think the learned counsel is correct in his submission. There is no such observation in the judgment as argued by the learned counsel. The next decision relied on by the learned counsel is W.P.(C) 30231 of 2006 of Hon'ble High

Court of Kerala. This was a case in which the labour court had found the enquiry invalid. The management had not pleaded for adducing evidence to prove the charges afresh. The Hon'ble High Court directed the industrial tribunal to invoke the inherent power of the tribunal to permit the management to adduce fresh evidence and pass fresh award. But it is to be noted that in the decided case the workman had not properly co-operated in the enquiry. He sought adjournments 14 times on medical and other grounds. He participated in the enquiry only on two days and that too when his request for adjournment was turned down once and he had walked out of the enquiry on the other day (para 7). It is observed by the Hon'ble High Court that it was not possible to completely agree with the Industrial Tribunal that the enquiry was vitiated for want of compliance with the principles of natural justice (para 14). It is also relevant to note the observation in para 8 of the judgment: ".....in the peculiar facts and circumstances of the case, the tribunal ought to have invoked the inherent powers vested in him to require the parties to adduce evidence, which power has been recognised by the Supreme Court in the concurring judgment in *Karnataka State Road Transport Corporation v. Lakshmiddevamma* and another (2001) 5 S.C.C. 433". Thus the judgment itself reveals that in the peculiar facts and circumstance of the case prayer of the management for adducing evidence was allowed by the Hon'ble High Court. There is no such peculiar circumstance so far as the instant case is concerned. On the other hand the workman was not allowed to be present during enquiry by the Enquiry Officer. In view of the clear dictum of the constitution bench of the Hon'ble Supreme Court in *K.S.R.T.C. v. Lakshmiddevamma* and in the circumstances of this case the prayer of the management for amending the written statement cannot be permitted.

7. There are 10 charges against the workman. Since the enquiry is found to be vitiated there is absolutely no evidence at all on record to prove the charges. Unless fresh evidence is adduced the management cannot prove the charges. Since I have found that the management cannot be permitted to lead evidence it follows that the finding in the enquiry cannot be sustained. The workman was dismissed from service by the disciplinary authority. Now that the charges are not proved no punishment also can be sustained. However it was submitted by the learned counsel for the management that no back wages can be allowed when he is ordered to be reinstated as there is no pleading in the claim statement that he was not gainfully employed from the date of termination. The learned counsel relied on the decision of Hon'ble supreme Court in *J.K. Synthetics Ltd. v. K. P. Agrawal* (2007) 2 S.C.C. 433 to support his contention. The respondent in that case was an Assistant in J.K. Synthetics Ltd. There were three charges levelled against him and he was found guilty of those charges. The disciplinary authority dismissed him from service. The dispute came up before the labour court



for adjudication and the court found that the 2nd charge alone was proved and the punishment of dismissal was reduced to stoppage of increment for a period of two years with back wages. Among other findings of the Labour Court the order for payment of back wages was also challenged by the management. In para 15 of the judgment it is observed as follows :-

“ 15. But the manner in which “back wages” is viewed, has undergone a significant change in the last two decades. They are no longer considered to be an automatic or natural consequence of reinstatement. We may refer to the latest of a series of decisions on this question. In *U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey*, this Court following *Allahabad Jal Sansthan v. Daya Shankar Rai and Kendriya Vidyalaya Sangathan v. S. C. Sharma* held as follows: (Uday Narain Pandey case, SCC p. 480d-g)

“A person is not entitled to get something only because it would be lawful to do so. If that principle is applied, the functions of an Industrial court shall lose much of their significance.

Although direction to pay full back wages on a declaration that the order of termination was invalid used to be the usual result, but now, with the passage of time, a pragmatic view of the matter is being taken by the court realising that an industry may not be compelled to pay to the workman for the period during which he apparently contributed little or nothing at all to it and/or for a period that was spent unproductively as a result where of the employer would be compelled to go back to a situation which prevailed many years ago, namely, when the workman was retrenched. The changes brought about by the subsequent decisions of the Supreme Court, probably having regard to the changes in the policy decisions of the Government in the wake of prevailing market economy, globalization, privatisation and outsourcing, is evident. No precise formula can be laid down as to under what circumstances payment of entire back wages should be allowed. Indisputably, it depends upon the facts and circumstances of each case. It would, however, not be correct to contend that it is automatic. It should not be granted mechanically only because on technical grounds or otherwise an order of termination is found to be in contravention of the provisions of Section 6-N of the U.P. Industrial Disputes Act. While granting relief, application of mind on the part of the Industrial Court is imperative. Payment of full back wages cannot be the natural consequence”.

It is also relevant to extract a portion of para 18:

“.....Therefore, it is necessary for the employee to plead that he was not gainfully employed

from the date of his termination. While an employee cannot be asked to prove the negative, he has to at least assert on oath that he was neither employed nor engaged in any gainful business or venture and that he did not have any income”.

8. But the court distinguished between cases in which finding of guilt is set aside by the court and finding of guilt is confirmed but punishment alone is interfered. In the former case there is no illegality in ordering back wages. In the latter case of reinstatement, back wages and other benefits are not automatic and there should be pleading that there was no alternate employment during the time he was out of service. Para 19 to 21 are relevant and they read :—

“19. But the cases referred to above, where back wages were awarded, related to termination/retrenchment which were held to be illegal and invalid for non-compliance with statutory requirements or related to cases where the Court found that the termination was motivated or amounted to victimisation. The decisions relating to back wages payable on illegal retrenchment or termination may have no application to the case like the present one, where the termination (dismissal or removal or compulsory retirement) is by way of punishment for misconduct in a departmental inquiry, and the court confirms the finding regarding misconduct, but only interferes with the punishment being of the view that it is excessive, and awards a lesser punishment, resulting in the reinstatement of employee. Where the power under Article 226 or Section 11-A of the Industrial Dispute Act (or any other similar provision) is exercised by any court to interfere with the punishment on the ground that it is excessive and the employee deserves a lesser punishment, and a consequential direction is issued for reinstatement, the court is not holding that the employer was in the wrong or that the dismissal was illegal and invalid. The court is merely exercising its discretion to award a lesser punishment. Till such power is exercised, the dismissal is valid and in force. When the punishment is reduced by a court as being excessive, there can be either a direction for reinstatement or a direction for a nominal lump sum compensation. And if reinstatement is directed, it can be effective either prospectively from the date of such substitution of punishment (in which event, there is no continuity of service) or retrospectively, from the date on which the penalty of termination was imposed (in which event, there can be a consequential direction relating to continuity of service). What requires to be noted in cases where finding of misconduct is affirmed and only the punishment is interfered with (as contrasted from cases where termination is held to be illegal or void) is

that there is no automatic reinstatement; and if reinstatement is directed, it is not automatically with retrospective effect from the date of termination. Therefore, where reinstatement is a consequence of imposition of a lesser punishment, neither back wages nor continuity of service nor consequential benefits, follow as a natural or necessary consequence of such reinstatement. In cases where the misconduct is held to be proved, and reinstatement is itself a consequential benefit arising from imposition of a lesser punishment, award of back wages for the period when the employee has not worked, may amount to rewarding the delinquent employees and punishing the employer for taking action for the misconduct committed by the employee. That should be avoided. Similarly, in such cases, even where continuity of service is directed, it should only be for purposes of pensionary/retirement benefits, and not for other benefits like increments, promotions, etc.

20. But there are two exceptions. The first is where the court sets aside the termination as a consequence of employee being exonerated or being found not guilty of the misconduct. Second is where the court reaches a conclusion that the inquiry was held in respect of a frivolous issue for petty misconduct, as a camouflage to get rid of the employee or victimise him, and the disproportionately excessive punishment is a result of such scheme or intention. In such cases, the principles relating to back wages, etc, will be the same as those applied in the cases of an illegal termination.

21. In this case the Labour Court found that a charge against the employee in respect of a serious misconduct was proved. It, however, felt that the punishment of dismissal was not warranted and therefore, imposed a lesser punishment of withholding the two annual increments. In such circumstances, award of back wages was neither automatic nor consequential. In fact, back wage was not warranted at all".

9. The next decision relied on by the learned counsel for the management is reported in *Kendriya Vidyalaya Sangathan v. S.C. Sharma* 2005-II-LLJ 153. The same proposition is made that without plea regarding alternate employment it is not proper for the court to order back wages. It is held that burden is on the employee to prove that he had no employment during the period he was under suspension. In para 16 of the judgment the relevant observation is contained.

Applying the principles laid down in *J.K. Synthetics* case referred supra to the case on hand it has to be held that since the order of dismissal is illegal as the charges are not proved, reinstatement and back wages are automatic and there is no need to prove that the workman was not gainfully employed.

In the result an award is passed finding that the action of the management in dismissing the workman from service is illegal and unjustified. The management is directed to reinstate him in service with back wages, continuity of service and all other consequential benefits till the date of superannuation.

The award will take effect one month after its publication in Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of November, 2008.

P. L. NORBERT, Presiding Officer

#### Appendix

##### Witness for the Workman

WW1- Shri P. K. Unni.

##### Witness for Management

MW1- Sri. Rama Chandran

##### Exhibit for the workman - Nil

##### Exhibits for the Management

- M1 - Domestic Enquiry File.
- M1(a) - Copy of Enquiry proceedings including deposition.
- M2 - Copy of enquiry notice dated 03-11-1994.
- M3 - Letter dated 12-11-1994 sent by workman to the Regional Manager of the Bank.
- M4 - Copy of enquiry notice dated 08-12-1994 issued by enquiry officer to the workman.
- M5 - Letter dated 23-12-1994 sent by the workman to the enquiry officer.
- M6 - Letter dated 13-01-1995 sent by the workman to the enquiry officer.
- M7 - Notice dated 16-02-1995 issued by the enquiry officer to the workman.
- M8 - Letter dated 4-3-1995 sent by the workman to the enquiry officer.

नई दिल्ली, 31 दिसम्बर, 2008

का.आ 157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लि. प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकूलम के पंचाट (संदर्भ संख्या 180/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-12-2008 को प्राप्त हुआ था।

[सं. एल-12012/07/2000-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st December, 2008

S.O. 157.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.80/2006)

of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Federal Bank Ltd., and their workmen, received by the Central Government on 31-12-2008.

[No. L-12012/07/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L.Norbert, B.A., LL.B., Presiding Officer

(Friday the 24th day of October, 2008/2nd Karthika 1930)

I.D. 80/2006

(ID 01/2000 of Labour Court, Ernakulam)

Workman	:	Smt. Saly Sasi, Chanakuzhingara House, Karikode P.O., Peruva - 686610. By Adv. Shri H.B. Shenoy.
Management	:	The Chairman, Federal Bank Limited. P.B. No. 103, Head Office, Alwaye-683101. By Adv. M/s. Krishanan Associates.

This case coming up for hearing on 21-10-2008, this Tribunal - cum -Labour Court on 24-10-2008 passed the following.

#### AWARD

This is a reference made under Section 10(1) (d) of Industrial Disputes Act. The reference is :—

“Whether the action of the management of the Federal Bank terminating the services of Smt. Saly Sasi, part-time sweeper with effect from 02-10-1999 is legal and justified? If not, to what relief the workman is entitled to?”

2. Facts of the case in brief are as follows:—Smt. Saly Sasi claims that she was employed in Federal Bank, Peruva branch from August 1986 till 02-10-1999 as part-time sweeper. She was working against a permanent vacancy. However she was not given wages of permanent part-time sweeper. The worker several times requested the management to give her benefits of a permanent employee. Instead of considering her request the management retrenched her with effect from 02-10-1999. The retrenchment is illegal as the bank had not followed the procedure for retrenchment. The worker had put in 12 years of continuous service. The retrenchment is in violation of provisions of Industrial Disputes Act and Sastry Award. The management employed new hands as part-time

sweeper in the place of the worker in violation of Section 25H of I.D. Act. The worker is entitled to be reinstated in service with all benefits.

3. According to the management the worker was engaged as temporary part-time sweeper only for a total period of 74 days from 05-12-1998 to 31-05-1999. She was working in the leave vacancy of her father late T.M. Lukose. There was no continuous engagement of the worker. The worker was not eligible to the rights and privileges of a permanent employee. She was not appointed against a permanent vacancy. The retirement vacancy of late T.M. Lukose was notified. The application submitted by the worker was also considered along with other applications received by the bank for the post of part-time sweeper. One Smt. Omana K.K. was selected and appointed as part-time Sweeper. The worker was disengaged from 31-05-1999. There is no violation of any provision of I.D. Act or Sastry Award in disengaging the worker. Therefore the worker is not entitled for any relief.

4. In the light of the above contentions the following points arise for consideration :—

1. Has the claimant worked continuously for 240 days or more?
2. Is the termination illegal?

The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 and 2 on the side of the worker and MW1 and Exts. M1 to M-15 on the side of the management.

5. Points 1 & 2:- The worker Smt. Saly Sasi claims that she had been working in Peruva Branch of the bank from August 1986 to 02-10-1999. This is disputed by the management bank. According to the bank she was engaged as temporary part-time sweeper only from December 1988 to the end of May 1999. She was not working continuously but intermittently whenever her father, who was a permanent part-time sweeper, was on leave. He retired only in December 1998. The management has furnished in the written statement details of the number of days the claimant had worked. As per that she had worked only for a total period of 74 days, from December 1998 to May 1999. Her service was not continuous but only intermittent. The same stand is taken by the management in the statement (Ext. W1) submitted to the Assistant Labour Commissioner (Central) in the Industrial Dispute raised by the worker. The worker who was examined as WW1 admits in the cross-examination (page-4) that her father late Sri. T. M. Lukose was a permanent part-time sweeper. She also admits that her father retired in December 1998. In the claim statement of the worker it is averred that she was employed against a permanent vacancy of part-time sweeper from August 1986 onwards. This is not possible when there was a permanent part-time sweeper in the bank till December 1998. Her father himself was the permanent part-time sweeper. Ext.M-12 is

copy of attendance register of permanent employees of Peruva branch from December 1998 to May 1999. It shows that late T.M. Lukose was a permanent part-time sweeper of the bank. But he was on leave the whole of December 1998. For the subsequent period he was not there in the rolls of the bank as he had retired in December 1998. The fact that her father retired is admitted by her in the chief examination itself. Therefore there was no chance of appointing her against a permanent vacancy. Ext. M2 series receipts (10 in number) and M3 series vouchers (10 in number) show that the worker was engaged from December 1998 to the end of May 1999. Ext. M5 series vouchers and receipts (42 in number) relate to other temporary part-time sweepers engaged by the bank other than the worker. It is the case of the bank that along with the worker some other persons were also engaged intermittently as temporary part-time sweepers. All such workers were given daily wages as per vouchers and receipts. Ext. M4 is a register of temporary appointments. It shows that the worker was engaged from 05-12-1998 to 27-05-1999. It is seen from the register Ext. M4 as well as M5 series vouchers and receipts that besides the worker other family members of late T.M. Lukose were also engaged intermittently as temporary part-time sweepers. Ext. M-15 is a confidential letter written by Peruva Branch Manager to the Head Office on 03-11-1999 stating that the worker had put in only 74 days' work during the period from 05-12-1998 to 31-05-1999. Thus there is no evidence to prove the case of the worker that she had worked for 240 days continuously preceding termination of her employment. Therefore she cannot claim the protection of S.25-F of I.D. Act or notice or retrenchment compensation.

It was then submitted by the learned counsel for worker that in para 524(b) of Sastry Award it is provided as follows:- "Temporary employees who are engaged for indefinite periods shall be entitled to one month's pay and allowances....."

6. As per the above provision irrespective of the number of days of work a temporary employee is entitled for compensation mentioned in para 524(b) of Sastry Award. But to claim the benefits under Section 25-F of I.D. Act one has to put in continuous service minimum of 240 days preceding termination, that is not there in this case.

7. The worker has a case that Section 25-H of I.D. Act is violated as some other person was appointed in her place after retrenching her. It is admitted by the management bank that the retirement vacancy of Shri T.M. Lukose was notified and applications were called for and one Smt. Omana K.K. was selected and appointed. Ext. M-14 is appointment order of Smt. Omana dated 04-10-1999. The worker too had applied for the post of permanent part-time sweeper by Ext. M1 application (original). Ext. M6 is a similar application but handwritten by the worker on 21-10-1998. She was asked to submit application in the prescribed form.

Hence Ext. M1 was submitted. But in both her qualification is shown as 'Nil'. The bank however enquired about her qualification with Government Vocational Higher Secondary School for girls, Peruva and the Principal of the school wrote Ext. M-10 letter dated 09-12-1999 to the bank stating that the worker had studied in that school and had appeared for S.S.L.C. examination in the year 1981-'82, but had failed. But this fact was suppressed by her in her applications Ext. M1 as well as Ext. M6. She also mentioned in her application that she had no previous experience as sweeper. Because of the suppression of facts and as per the norms a person who had studied beyond 3rd standard was not eligible for the post of part-time sweeper, she was not selected. Ext. M7 instructions of the bank to the branch dated 26-09-1998, Ext. M8 memorandum of Board of the Bank dated 27-05-1982 and Ext. M9 resolution of the Board No. 14/82 dated 15-06-1982 specify that the qualification for appointment to the post of part-time sweeper is that the candidate should not have passed 3rd standard. The worker was clearly ineligible as per the norms and in addition, she had suppressed the fact of having studied up to 10th standard and appeared for S.S.L.C. examination. An eligible candidate was selected by the management and appointed as permanent part-time sweeper. There is no violation of S.25-H of I.D. Act. There is also a contention that the management has violated S.25-G of I.D. Act. There is apparently no question of applying the 'first come last go' rule so far as the worker is concerned. She was only a temporary part-time sweeper and when she was disengaged a selection was made and a permanent hand was appointed. Hence there is no violation of S.25-G of I.D. Act. Therefore the disengagement or termination of service of the worker is not illegal except that she is entitled to the compensation as mentioned in para 524(b) of Sastry Award. The non-compliance with the provision under Sastry Award does not make the termination illegal but only irregular.

In the result an award is passed finding that the action of the management in terminating the service of Smt. Saly Sasi, part-time sweeper w.e.f. 02-10-1999 is legal and justified and she is not entitled for reinstatement or other benefits except to the extent of one month's pay and allowances as mentioned in para 524(b) of Sastry Award.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of October, 2008.

P. L. NORBERT, Presiding Officer

#### Appendix

##### Witness for the workman

WW1 - 17-04-2007 Smt. Saly Sasi.

##### Witness for Management

MW1 - 24-07-2008 Sri C.V. Joseph.

**Exhibits for the workman**

- W1 - 22-11-1999 Photostat copy of letter No. PIR/S-3/ID 166/99 sent by Federal Bank Ltd. to the Assistant Labour Commissioner (Central), Ernakulam.
- W2 - 16-12-1999 Photostat copy of letter No. 7(22)/99-ALC/CHN (Failure of Conciliation Report) of RLC, Cochin.

**Exhibits for Management**

- M1 - 21-10-1998 Application form (Original) submitted by the workman to the Federal Bank Ltd. for the post of Part-Time Sweeper.
- M2 series- Receipts (10 numbers).
- M3 series- Vouchers (10 numbers).
- M4 - Register of temporary appointments.
- M5 series- Vouchers and receipts.
- M6 - 21-10-1998 Handwritten application by the worker.
- M7 - 26-09-1998 Instructions of the Bank to the branch.
- M8 - 27-05-1982 Memorandum of Board of the Bank.
- M9 - 15-06-1982 Resolution of the Board No. 14/82.
- M-10 - 09-12-1999 Letter No. 33/99 of the Principal, Government V.H.S.S. for Girls, Peruva to the Manager, Federal Bank Limited, Peruva Branch (Original).
- M-11 - 10-12-1999 Letter No. PRV/Confidential/99-Inter Office Note from the Federal Bank Limited, Peruva.
- M-12 - Copy of Register of Attendance of staff at Peruva branch for the month of December- 1998, 1/99, 2/99, 3/99, 4/99, and 5/99.
- M-13 - Bonus paid register in respect of the Federal Bank Limited, Peruva branch from 31-03-1990 to 31-03-2002.
- M-14- 04-10-1999 Appointment order of Smt. Omana K.K.
- M-15 - 03-11-1999 Letter No. PRV/Confidential/99 from the Federal Bank Limited Peruva Branch to the Chief Manager, PIR Department, Head Office, Alwaye.

नई दिल्ली, 5 जनवरी, 2009

का.आ 158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 96/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-22012/266/1998-आई आर( सी-II )]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman, which was received by the Central Government on 5-1-2009.

[No. L-22012/266/1998-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference U/s. 10(1)(d)(2A) of the I. D. Act

Reference No. 96 of 1999

PARTIES : Employers in relation to the Management of F.C.I.

AND

Their Workmen

PRESENT: Shri H. M. Singh, Presiding Officer

**APPEARANCES**

For the Employers : Shri B. M. Prasad, Advocate.

For the Workmen : None.

State : Bihar Industry : Food

Dated : 8th December, 2008.

**AWARD**

By Order No. L-22012/266/98/IR (C-II) dated 26/27-5-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Food Corporation of India, Patna in dismissing the workman Shri Ramdeo Prasad is legal and justified? If not, to what relief is the workman entitled?”



2. The order of reference was received in this Tribunal on 15-6-1999. But till 11-7-2008 neither the sponsoring union nor the concerned workman appeared before this Tribunal to take any step. Thereafter, registered notice was sent to the sponsoring union to file written statement on behalf of the workman. Even on 29-8-2008 none appeared on behalf of the concerned workman. It seems that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 5 जनवरी, 2009

का.आ 159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 36/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-22012/335/2000-आई आर( सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 159.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman, which was received by the Central Government on 5-1-2009.

[No. L-22012/335/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT NO. II,  
RAJENDRA BHAWAN, RAJENDRA PLACE, NEW  
DELHI**

**I. D. NO. 36/2001 DATED : 12-12-2008**

In the matter of dispute between :

Shri Nabi Ahmed Khan,  
C/o. Shri Avdesh Singh,  
786, Pocket-I, Janta Flate,  
Paschim Puri, New Delhi-110063 ....Workman

Versus

The Senior Regional Manager,  
Food Corporation of India,  
Prabhat Kiran Building,  
Rajendra Place, New Delhi-110008. ....Management

#### AWARD

The Central Government Ministry of Labour vide Order No. L-22012/235/2000/IR-(C-II) dated 28-5-2001 has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether termination/retirement of Shri Nabi Amhed Khan, workman on Medical Ground by the management of F. C. I. is justified? If not what relief the workman is entitled to?”

Notice was issued to the management but despite that none appeared for the management. Workman is not attending the court for the last so many dates of hearing. It is, thus, evident that the workman is not interested in the outcome of this I. D. In these circumstances there is no option but to pass a No Dispute Award which I pass accordingly. File be consigned to record room.

Dated : 12-12-2008 SATNAM SINGH, Presiding Officer

नई दिल्ली, 5 जनवरी, 2009

का.आ.160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12011/73/2003-आई आर( बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 160.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2006) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, which was received by the Central Government on 5-1-2009.

[No. L-12011/73/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**IN THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT,  
ERNAKULAM**

Present : Shri P. L. NORBERT, B.A., LL.B.,  
Presiding Officer

(Tuesday the 30th day of September, 2008/8th  
Aswina 1930)

I.D. 23/2006

(I.D. 41/2003 of Labour Court, Ernakulam)

Union : The Assistant Secretary,  
Syndicate Bank Staff Association,  
49/746, Krishna Karama Road,  
Elamakkakara, Cochin-682 026.

By Adv. P. Shrihari.

Management : The Deputy General Manager,  
Syndicate Bank,  
IR Cell (W), Regional Office,  
Sasthamangalam,  
Trivandrum-695 010.

By Adv. Sri M. P. Ashok Kumar.

This case coming up for final hearing on 24-9-2008, this Tribunal-cum-Labour Court on 30-9-2008 passed the following.

### AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act, 1947. The reference is :

"Whether the punishment of compulsory retirement from service imposed to Sh. G. Janardhana by the management of Syndicate Bank vide Order dated 05-08-2000 is legal and justified? If not, what relief is the concerned workman entitled to?"

2. The facts of the case in brief are as follows:—  
Sri.G. Janardhana was a permanent Part Time Sweeper of Vorkady branch of Kasargod district of Syndicate Bank. On the allegation that he had accepted money from different customers for the purpose of remittance into their accounts but not remitted, that he had removed a cheque leaf from the cheque book and withdrawn Rs.2,000 from account of a customer of the bank and that he had presented a NRE cheque and attempted to encash it. On these allegations a charge sheet was issued to him and an enquiry was conducted. The enquiry Officer found the workman guilty of the charges and the Disciplinary Authority imposed the punishment of compulsory retirement from service. The findings of Enquiry Officer and the order of the Disciplinary Authority are under challenge.

3. According to the union which has taken up the cause of the workman no proper opportunity was given to the delinquent by the Enquiry Officer to prove his innocence. Important documents summoned by the delinquent were not produced by the management. The enquiry was conducted violating principles of natural justice. The rules and procedures regarding banking operations were not followed in the bank. The workman was only a part-time sweeper and he had no access to the records. It was not possible for such a person to manipulate records. As permitted by supervisor of the bank and with a view to help customers as well as management the workman used to prepare credit slips for the purpose of remittance of money into the accounts of different customers. The confession letters banked on by the management were

obtained under duress and threat. None of the concerned customers was examined in the enquiry. Their alleged complaints were not produced in the enquiry. Hence the findings are unsustainable. The punishment is harsh and disproportionate. The workman is entitled to be re-instated.

4. According to the management enquiry was conducted following the principles of natural justice. Full and adequate opportunity was given to the workman to lead evidence on his side. Copies of documents and list of witnesses on the side of the management were given to the workman. He had cross-examined all the management witnesses. It is on the strength of the oral and documentary evidence that the Enquiry Officer came to the conclusion the workman was guilty of the charges levelled against him. The disciplinary authority considering the nature of the misconduct imposed the punishment of compulsory retirement and it is in proportion to the gravity of the misconduct. The workman did not adduce any oral evidence but produced one document and is marked as DEX-1 in the enquiry. No interference with the findings of punishment is warranted.

5. In the light of the above contentions the following points arise for consideration:

1. Are the findings sustainable?
2. Is the punishment proportionate?

The evidence before court consists of the oral testimony of MW 1 and documentary evidence of Ext.M 1 (enquiry file) on the side of the management and no evidence on the side of union.

6. Point No.1:—As per charge sheet Shri. G. Janardhana had accepted money from Sri.T.Panneer on three occasions for remittance into the loan account OSL 32/96. When the bank found default of, three instalments of loan a notice was sent to the loanee. The account holder on receipt of notice contacted the Branch Manager (MW2) and produced counter foils of remittance slips (Exts.MEX-1 to 4). MW2 identified the handwriting in the counter foils as that of the workman. The bank manager questioned the workman regarding the transaction and the workman admitted that he had failed to remit the amounts received from the account holder. He gave Ext.MEX-16 confession letter admitting his lapse. The testimony of MW2 Branch Manager is corroborated by the statement of MW 1 (Investigating Officer) and MW7 (Assistant Manager). MW2 was the Branch Manager of Vorkady branch from June 1999. Prior to that MW4 was the Branch Manager. He has identified the handwriting and signature of the workman in Ext.MEX-1 and 3. As against this evidence on the management side there is absolutely no evidence on the defence side to rebut the charges. The defence wanted to bring on record during the enquiry a letter of loanee (Sri T. Panneer) to show that the loanee had no complaint against the workman. However since nobody was examined on the

side of the defence that letter was not marked. Assuming that the loanee had subsequently given a letter to the workman stating that he had no complaint against him, the documents referred above as well as the testimony of management witnesses go to show that the workman had committed misappropriation of money and the misconduct alleged against him. The defence has also a case that confession letter MEX -16 was obtained from the workman by the management under threat and coercion. But it is written in Kannada in the handwriting of worker himself and it is signed by him. An English translation is provided and is Ext. MEX -16(a). This is a letter given in 1999 to the Manager. He never complained to any authority superior to the Manager of the bank or to the police that confession statement was obtained by threat and force. No evidence was adduced to substantiate the contention that the confession letter was not given voluntarily. The contention remains in the realm of mere allegation without proof. Thus the first part of the charge stands proved.

7. The next allegation is that the workman had accepted Rs. 500 each on four occasions from Sri. B. M. Raghava for remittance into the S.B. Account of the customer. The amounts were not remitted on the same day, but some day later. However the workman had made entries in the pass book of the customer, Ext.MEX-8 as if the amounts were credited to his account. When the customer subsequently went to the bank to update the entries in the pass book it was noticed that the amounts entrusted to the workman were not actually remitted into his account. MW2 has deposed to the above effect. Ext.MEX-8 contains entries of remittance of Rs.500 each on four occasions in the handwriting of the workman. But the same is not recorded in the ledger folio. When the Branch Manager MW2 questioned the workman he gave Ext. MEX-16 confession letter to MW2 admitting his guilt. MW1 and 7 corroborate the version of MW 2. Subsequently the worker remitted an amount of Rs.2,000 in the account of the customer as per Ext.MEX-10 credit slip dated 30-07-1999. Exts. MEX-8 and 10 prove that the worker had misappropriated money entrusted by the customer. The testimony of MW1, 2 and 7 corroborate the case of the management.

8. The next allegation against the workman is that he had withdrawn Rs.2,000 from S.B. Account of Smt.T.Lakshmi on 19-06-1999 by using Ext.MEX-11 cheque. The workman had presented the cheque by putting his signature on the reverse side of the cheque. Ext.MEX-13 is Cheque Book Issued Register of the branch. On 10-06-1999 a loose cheque was issued to account holder Lakshmi as per Ext.MEX-13 Register (page-90). The handwriting of that entry in Ext.MEX-13 is that of worker. It is by using this loose cheque that the workman withdrew Rs.2,000 from the account of Smt.T.Lakshmi. This was noticed when the customer visited the branch on 24-07-1999 for making a

withdrawal of Rs.3,000/- from her account. She orally complained to Branch Manager MW2. Thereafter the records of the bank were verified by the Branch Manager with the help of staff. Ext.MEX-11 cheque was filled up by the workman in his handwriting. His handwriting is identified by MW2 and 4. Ext.MEX-20 is a confession letter given by the workman to the Branch Manager on 29-07-1999 admitting the incident. MW3 was the then cashier and the version of MW2 is corroborated by MW3. MW5 is S.B. Section Clerk. He says that the workman had presented Ext.MEX-11 cheque for encashment by signing it on the reverse side of the cheque. When the fraud was detected the workman remitted Rs. 2,000/- on 28-07-1999 by Ext. MEX 14 cash credit slip to the account of Smt.Lakshmi. Thus the misconduct of the workman stands proved.

9. It is further alleged that the workman had presented and NRE cheque Ext. MEX-17 on 25-06-1999 for encashment. MW5 the S.B. Section Clerk entered it in Ext. MEX-19 NRE SB Account and forwarded it to the Special Assistant MW6 for passing the cheque. But after verification MW6 returned the cheque to the workman stating that no cheque book was issued to the particular account. According to MW7 Assistant Manager he had issued cheque book without noticing that the account of the customer Jayananda Poojari was already closed. The NRE cheque Ext. MEX-17 was presented by the workman after putting his signature on the reverse side of the cheque. MW4 has identified the signature of the workman in Ext. MEX-17 cheque. On the date of the incident MW2 the then Manager was on leave. The workman subsequently gave Ext. MEX-20 confession letter to the Manager admitting the incident. There is no contra evidence on the side of the workman to challenge the aforementioned evidence on the side of the management. Thus the allegation that the workman attempted to withdraw Rs. 10,000 from NRE account stands proved. Thus the evidence adduced before the Enquiry Officer prove that the workman had committed acts of misappropriation, falsification of accounts and made an attempt to commit fraud.

10. According to the union the workman had required production of investigation report. But the Enquiry Officer did not call for the record. The ruling of Enquiry Officer is contained at page 9 of enquiry proceedings. The request of the workman was made during cross-examination of MW1, the Investigating Officer of the bank. The ruling of the Enquiry Officer is that since the management was not relying on the investigation report they are not bound to produce it. It is also stated that it is a privileged document. The enquiry report shows that the investigation report was not relied on by the management. The investigation report is an internal document to enable the management to know whether there is a prima-face case against the delinquent to proceed for disciplinary action. Therefore, the Enquiry Officer was justified in rejecting the request of



the workman. I have already mentioned that the confession statement was voluntary and not given under duress or threat. It was contended by the union that none of the account holders were examined and no complaints were produced in the enquiry. The management has no case that written complaints were received. According to MW2, the Branch Manager only oral complaints were given. Besides though amounts were not remitted promptly by the workman on detection of the discrepancy in the books of accounts remittances were made in respective accounts and hence the customers had no further grievance. It is not in the interest of the bank to compel customers to undergo the ordeal of a domestic enquiry for the fault of an employee of the bank. Non examination of the customers cannot affect the findings because even without them there are enough materials to bring home the guilt of the workman. It is the contention of the union that the workman was only a part-time sweeper, that he was not supposed to do the job of a clerk, that he had no access to records and that it was not possible for a part-time sweeper to make entries in account books and registers. It is also contended that it was the practice of the bank to entrust clerical work to sub-staff sometimes. The workman had thus prepared many credit slips of customers. But for that he cannot be accused of swindling money of customers. No doubt it has come out in evidence that the workman used to prepare credit slips on behalf of customers. But that does not mean that he can defraud the bank or the customers. The workman was given full opportunity to defend the charges. He did not adduce evidence to rebut the charges. I find no reason to deviate from the findings of Enquiry Officer.

11. **Point No. 2 :-** The punishment imposed is compulsory retirement from service. The workman was heard regarding proposed punishment by the disciplinary authority. There are many instances of fraud committed by the workman. The bank cannot be expected to show leniency to such a dishonest bank employee. He says that he hails from a poor family and backward community. He was aged only 30 years at the time of suspension. Compared to the seriousness of the misconduct these are no mitigating circumstances. Unless the punishment is shockingly disproportionate the court cannot interfere. The workman was dishonest, misappropriated money of customers and committed fraud. That affects the reputation of the bank and shakes the confidence of customers in the bank. Hence no leniency could have been shown by the bank in the matter of punishment. The punishment is commensurate with the charges and no interference is called for.

12. In the result an award is passed finding that the action of the management in imposing the punishment of compulsory retirement from service on the workman Sri G. Janardhana is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of September, 2008.

P. L. NORBERT, Presiding Officer

#### APPENDIX

Witness for the Union : - Nil.

Witnesses for the Management :

MW1 - 19-05-2008 - Shri P. Gopinath.

Exhibit for the workman: Nil

Exhibit for the Management:

M1 - 19-05-2008 - Enquiry File.

नई दिल्ली, 5 जनवरी, 2009

का.आ 161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 47/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/299/1999-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 161.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India, and their workmen, received by the Central Government on 5-1-2009.

[No. L-12012/299/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : N. K. Purohit, Presiding Officer

I.D. No. 47/2000

Ref. No. L-12012/299/1999-IR (B-II), dated 5-6-2000

Between

The Asstt. General Secretary,  
Central Bank Staff Association,  
13/11, Shiv Nagar Colony,  
Allahapur, Allahabad (U.P.).  
(In the matter of Sh. Suleman)

And

Central Bank of India  
The Regional Manager  
CBI, Regional Office, Lanka  
Varanasi (U.P.)

### AWARD

Dated 5-12-2008

1. By Order No. L-12012/299/1999-IR (B-II), dated 5-6-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Asstt. General Secretary, Central Bank Staff Association, 13/11, Shiv Nagar Colony, Allahapur, Allahabad and Central Bank of India, The Regional Manager, CBI, Regional Office, Lanka Varanasi for adjudication.

2. The reference under adjudication is as under :

"Whether the action of the management of Central Bank of India in terminating the services of Sh. Suleman w.e.f. 8-8-98 is justified? If not, what relief the workman is entitled from?"

3. In brief, the case of the Central Bank Staff Association in its statement of claim is that the workman Sh. Suleman was appointed as temporary peon on 29-3-84 and was performing duties of peon but full salary was not paid to him. It is alleged that payments were made to the workman by fictitious names just to thwart the claim of the workman for absorption in permanent service. The workman had worked for more than 240 days between the period 1-5-84 to 30-4-85. It is further submitted that the Bank entered into a settlement with All India Central Bank Employees Federation on 24-12-2004 and issued circular No. CO. : 90-91 : 622, dated 12-3-91 for regularization of temporary employees, who completed 240 days in a calendar year, but instead of regularization of the service of the workman as per aforesaid circular, the Bank terminated his services on 8-8-98 in violation of the provisions of the ID Act. It is prayed that the management of the Bank be directed to reinstate the workman with full wages and for absorption w.e.f. 1-5-84.

4. The management of the bank has filed the written statement therein that the workman was appointed on daily wages. He had not worked for 240 days in a calendar year. He has been made payment for the actual days he worked in the Nagra Branch as casual labour. It is further stated that workman did not hold any regular post. No appointment letter was issued to him. The management has neither contravened any provision of the I.D. Act nor violated any provision of Bipartite Settlement. It is further stated that claim is belated and Branch Manager, Nagra Branch of the Bank has not been made party in the reference order, therefore, the same is bad in law.

5. The workman's union has filed rejoinder whereby it has only reiterated earlier averments in its claim statement.

6. In support of its claim, the union has filed affidavits of the workman and Sh. Lakhi Chand as witnesses, whereas management has filed the affidavit of Sri R.P. Misra, Branch Manager Nagra Branch as witness. Both the sides have also filed documents in support of their respective case.

7. Heard the arguments advanced by learned representatives of both the sides and perused the relevant record.

8. The question which arises for consideration is as to whether the workman had worked for atleast 240 days in a calendar year or one year preceding date of alleged termination. In this regard the workman has stated in his affidavit that he was appointed as temporary peon at the bank's Nagra branch, Ballia on 29-3-84 and continued to work until 8-8-98 when his services were terminated. He has alleged that payment of salary was made through vouchers in fictitious names. He has further stated that he had worked for more than 240 days during the period 1-5-84 to 30-4-85. He has also stated that letters dated 20/23-9-89 (C-4/4) and letter dated 7/14-10-89 (C-4/2) reveal that his name was forwarded for selection as subordinate staff but he was neither called for selection nor appointed in the service of the bank and his services were terminated by the bank without assigning any reason, notice pay and retrenchment compensation. Witness Sh. Lakhi Chand has stated that the workman was appointed as part time safaikarmchhari on half salary on 1-3-84 but he was performing all the duties as a peon at Nagra Branch and he had worked upto 8-8-98. In rebuttal, the management witness Sh. R.P. Misra has stated that workman did not hold any regular post. No appointment letter was issued therefore, the question of termination of his services do not arise at all. The workman had not worked for 240 days in a calendar year. He was engaged on day to day basis. He has further stated that Branch Manager, Central Bank of India was not competent to appoint any candidate on regular basis.

9. Admittedly, the workman was appointed as daily wages. He has admitted in his cross examination that no appointment letter was ever issued to him and his name was not sponsored by the Employment Exchange. He has also admitted that he did not mark his attendance in any attendance register. He has admitted his signature on the payment voucher M-1. It is pertinent to mention that during cross examination the management witness Sh. R.P. Misra, on admission that he did not check the vouchers for the period 9-8-97 to 8-8-98, directions were given to him to file a chart of the working days of the workman for the aforesaid period. In compliance of the above direction, he submitted a statement of working days of the workman for the above period alongwith his affidavit which reveal that in aforesaid period, the workman had worked only for 8 days i.e. from 6-7-98 to 7-7-98 and from 3-8-98 to 8-8-98. The photo copies of the payment vouchers dated 8-8-98 (M I) and 18-8-98 (A-11/4) are on the record. It is evident from the above vouchers that workman had received wages

@ Rs. 25/- per day for aforesaid period of 8 days as daily wages. The letter dated 23-2-91 (C-4/4) of the Branch Manager, Nagra branch sent to Regional Office, Varanasi (C-4/5) is admitted documents which reveal that the workman had worked for 185 days during the period 1984 to March 1985. The workman has stated that he continued as temporary peon up to 7-8-98 whereafter the bank terminated his services without complying the provision of I.D. Act, but there is no documentary evidence to show that he had worked for more than 240 days preceding the date of his alleged termination i.e. 7-8-98. In (2002) 3 SCC 25 Range Forest Officer vs. S.T.S. Hadimani, the Hon'ble Apex Court has observed as under :

**"Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."**

10. In the present case, no proof of receipt of wages for 240 days or record of appointment for that period has been produced by the workman. Merely self serving statement by the workman is not sufficient to discharge his initial burden to prove that he had worked for more than 240 days. It is well settled if a party challenges the illegality of the order the initial burden lies upon him to prove the illegality of the order and if no evidence is produced the party invoking the jurisdiction of the court must fail. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim has been denied by the management, therefore, it was for the workman to establish that he had worked more than 240 days in a calendar year or one year preceding date of his alleged termination i.e. 8-8-98, but as discussed above the workman has failed to prove that he had worked for the above requisite period. Therefore, his claim is not tenable.

11. Accordingly, the reference is adjudicated against the workman and the workman is not entitled for any relief.

12. Award as above.

Lucknow N.K. PUROHIT, Presiding Officer

नई दिल्ली, 5 जनवरी, 2009

का.आ. 162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 08/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12011/3/2008-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 162.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of Corporation Bank and their workmen, received by the Central Government on 5-1-2009.

[No. L-12011/3/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT KOLKATA

Reference No. 08 of 2008

Parties : Employers in relation to the management of  
Corporation Bank

And

Their Workmen

Present : Mr. Justice C.P. Mishra, Presiding Officer

APPEARANCE

On behalf of the management : Mr. A.K. Paul, Officer of  
the Bank.

On behalf of the Workmen : Mr. A.K. Biswas, Assistant  
Secretary of the union.

State : West Bengal.

Industry : Banking

Dated : 31st October, 2008.

AWARD

By Order No. L-12011/3/2008-IR (B-II), dated 18-3-2008 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

**"Whether the claim of the union for regularization or appointment of 12 persons, as per list attached, on the permanent post or part time Sweeper, in different branches of Corporation Bank is legal and justified? If so, to what relief they are entitled for?"**

LIST OF THE CANDIDATES

Sl. No.	Name of the Candidates	Branch	Working since	Monthly Salary paid (in Rupees)
(1)	(2)	(3)	(4)	(5)
1.	Shri Alok Chowdhury	Dharmatola Street	25 years	3,500.00
2.	Shri Asit Chakrabarty	Canning Street	23 years	3,000.00
3.	Shri Debabrata Pramanik	R.B.Avenue/ Bhowanipur	9 years	2,400.00
4.	Shri Debarshi Halder	Ballygunj	4 years	2,500.00

(1)	(2)	(3)	(4)	(5)
5.	Shri Uttam Sandhukhan	Canning St./ Currency Chest	26 years	2,500.00
6.	Shri Nirmal Mondal	Jadavpur	8 years	1,200.00
7.	Shri Tarak Das	Salt Lake	8 years	1,200.00
8.	Shri Sujit Mondal	Zonal Office	5 years	1,300.00
9.	Shri Rajkumar Hela	Baguihati	3 years	1,350.00
10.	Shri Debdas Pramanik	Howrah (South)	2½ years	1,300.00
11.	Shri Chinibas Mondal	Gariahat	1 year	1,250.00
12.	Shri Prabitra Nandi	NUJS Salt Lake	3½	2,500.00

2. It appears from the record that a Joint memorandum duly signed by the parties stating therein the terms of settlement was filed on 3-10-2008. It is also prayed that therein that an Award in terms of the said settlement be passed. I have carefully gone through the terms of the said settlement which appear to be fair, reasonable and in the interest of the parties. I accept the same and pass an Award in terms of the said settlement.

3. The Joint memorandum as filed by the parties is made part of this Award as Annexure-A.

This is my Award.

Dated, Kolkata C. P. MISHRA, Presiding Officer  
The 31st October, 2008.

#### ANNEXURE-A

#### BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KOLKATA

In the matter of Ref. No. 8 of 2008

AND

In the matter of Order No. L-12011/3/2008-IR (B-II)  
Dated 18-3-2008 of

The Ministry of Labour  
Government of India  
Under Clause (d) of Sub-Section (1) and  
Sub-Section (2A) of Section 10 of the  
Industrial Dispute Act, 1947.

AND

In the matter of  
Industrial Dispute between

Workman  
Represented through,  
The Assistant Secretary,  
Corporation Bank Employees Union,  
C/o Corporation Bank,  
Dharamtolla Branch, 8, Lenin Sarani, Kolkata-700 013  
...Petitioner

AND

The Zonal Manager,  
Corporation Bank,  
Zonal Office,  
3 Middleton Row,  
Kolkata-700 071.

...Respondent/Management

#### JOINT MEMO SUBMITTED BY THE PARTIES

1. It is submitted that the petitioner Union which raised the aforesaid dispute in reference, has appealed to the Management of the respondent bank to regularise the engagement of 12 persons whose cause has been espoused by the Union, purely on humanitarian grounds as a one time measure, though such regularisation is not consistent with the rule of equity in public employment.

2. Arising out of protracted discussions the parties had in the matter and that the aforesaid, dispute pending adjudication before the Hon'ble Tribunal, the parties have proposed to approach the Hon'ble Tribunal to resolve the dispute by agreeing to certain mutually accepted terms. Accordingly, the parties herewith submit a joint memo on the following terms in full and final resolution of the aforesaid Industrial Dispute.

- That the Bank would consider appointment of all the 12 persons (named in the Annexure) as Part-time Sweepers in Kolkata city branches w.e.f. the date of the consent award, subject to their submitting proper documents in proof of their age and education qualification.
- These 12 candidates would be absorbed as permanent Part-time Sweepers on graded scale wages only upon satisfactory completion of probation of 6 months from the date of consent award.
- It is distinctly understood by the parties that the Petitioner Union or any of the persons named in the annexure to this settlement shall not claim to make any demand for attendant service benefits for any period of the past service rendered by them prior to the date of consent award.
- The above agreement shall not be quoted as precedent by the Union to any pending or future similar cases.

The parties submit that Honble Tribunal may please accept this joint memo in full and final settlement of the dispute and pass an Award accordingly.

For petitioner,

For Corporation Bank  
For Respondent,  
Zonal Manager  
ZO. Calcutta.

The Assistant Secretary,  
Corporation Bank Employees' Union,  
C/o Corporation Bank,  
Dharamtolla Branch,  
8, Lenin Sarani,  
Kolkata-700013

The Zonal Manager,  
Corporation Bank,  
Zonal Office,  
3, Middleton Row,  
Kolkata-700071

## ANNEXURE

Sl. No.	Name	Branch	Eligibility Criteria		Union's contention reg. no. of years of service	Zonal Office-Kolkata's comments
			Qualifn.	Present Age		
1.	Sri Alok Choudhury	Kolkata Dharmtala	VIII Pass	44	25 years	He is engaged by the owner of the generator which is hired by the Branch for operation of the generator. He was also engaged by the Branch for sweeping work during the period of absence of the permanent sweeper of the branch since the year 2000.
2.	Sri Debabrata Pramanik	Kolkata Bhowanipur	VI Pass	36	9 years	The branch has been engaging him since 30-4-2004 for cleaning the premises. He is engaged through an agency viz. Lakshmi Enterprises of which firm he himself is the contractor.
3.	Sri Debarshi Halder	Kolkata Ballygunge	IX Class	25	4 years	The branch has been engaging him since 18-12-2002 for cleaning the premises. He is engaged through an agency viz. Pramila Enterprises of which firm he himself is the contractor.
4.	Sri Pabitra Nandi	Kolkata NUJS Salt Lake	VIII Pass	30	3 years	The branch is engaging his services since 25-7-2003 for cleaning/sweeping the premises. He is engaged through an agency viz. Manab Udyog.
5.	Sri Rajkumar Bela	Kolkata Baguihati	VI Pass	33	3 years	The branch is engaging his services from September 2002 for cleaning the premises. He is engaged through an agency viz. Manab Udyog.
6.	Sri Sujit Mondal	Zonal Office Kolkata	VII Pass	34	5 years	The branch is engaging his services from September 2002 for cleaning/sweeping the premises. He is engaged through an agency viz. ABC Services.
7.	Sri Debada Pramanik	Howrah	VIII Pass	23	2½ years	The branch is engaging his services since 30-4-2004 for cleaning/sweeping the premises.
8.	Sri Chinbas Mondal	Kolkata Gariahat	VIII Pass	40	1 year	The branch is engaging his services from June 2005 for cleaning/sweeping the premises. He is engaged through an agency viz. ABC Services.
9.	Sri Tarak Das	Kolkata Salt Lake	VIII Pass	25	8 years	The branch is engaging his services since 23-2-2005 for cleaning/sweeping the premises on daily wage basis.
10.	Sri Nirmal Mondal	Kolkata Jadavpur	VIII Pass	40	8 years	The branch is engaging his services since 22-2-2005 for cleaning/sweeping the premises on daily wage basis.
11.	Sri Uttam Sadhukhan	Kolkata Currency Chest	VIII Pass	48	26 years	The branch has been engaging him since 9-1-2006 for cleaning/sweeping the premises.
12.	Sri Asit Chakraborty	Kolkata Canning Street	VIII Pass	46	23 years	The branch is utilising his services for maintaining office premises from 1995. Earlier he was working as generator operator.



नई दिल्ली, 5 जनवरी, 2009

का.आ. 163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 54/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/58/2006-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 5-1-2009.

[No. L-12012/58/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH**

Case I.D. No. 54/2006

Shri Joginder Singh C/o Vice President, INBEC, 25,  
Sant Nagar, Civil Lines,  
Ludhiana.

...Applicant

Versus

The Zonal Manager, Punjab National Bank, Zonal Office,  
Feroze Gandhi Market, Ludhiana-141001. ...Respondent

APPEARANCES

For the workman : None  
For the management : Sh. N.K. Zakhmi.

AWARD

Government of India vide notification No. L-12012/58/2006-IR (B-II) dated 13-9-2006 has referred the following industrial dispute for judicial adjudication to this Tribunal:—

“Whether the action of the management of Punjab National Bank in awarding the punishment of dismissal from service to Shri Joginder Singh is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from what date?”

2. None is present on behalf of the workman. Learned counsel for the management is present. From last many days fixed for the hearing of this case the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2006. Several opportunities have been given to the

workman but he is not availing the opportunity of being heard. It is already 1.15 p.m. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

G. K. SHARMA, Presiding Officer

Chandigarh.

17-11-2008

नई दिल्ली, 5 जनवरी, 2009

का.आ. 164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 24/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/145/2005-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

- New Delhi, the 5th January, 2009

S.O. 164.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 5-1-2009.

[No. L-12012/145/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1  
CHANDIGARH**

Case ID No. 24/2006

Shri Amarjit Singh S/o Shri Phool Chand, Samiehri, Tehsil  
& Distt. Ambala, Ambala (Haryana)

...Applicant

Versus

The Manager, Punjab National Bank (Spl. SSI Branch),  
Saha, Tehsil Saha, Ambala (Haryana).

...Respondent

APPEARANCES

For the workman : Workman in Person with  
Subhash Talwar.  
For the management : Sh. S. C. Negi.

**AWARD****Passed on 20-11-2008**

Central Government vide notification No. L-12012/145/2005/IR(B-II) dated 17-5-2006 has referred the following dispute to this Tribunal for adjudication :

“Whether the claim of Shri Amarjit Singh S/o Shri Phool Chand that he was employed during the period from 26-10-2004 to 2-8-2005 as a part-time sweeper by the management of Punjab National Bank is correct? If so, whether the action of the management in terminating him service w.e.f. 2-8-2005 is just and legal? If not, to what relief the workman is entitled to?

2. The present reference was made by the Central Govt. on the failure of conciliation proceedings for adjudication of the matter referred in the schedule referred above and the workman prayed for declaring the action of the management as illegal and invalid.

3. The management turned up and opposes this reference.

4. As per office memorandum dated 5-9-08, this case was fixed in pre lok adalat meeting on 20-11-2008 for its disposal by adopting the mediation and conciliation mechanism. The workman made a statement that he withdraws the present reference of his own in Lok Adalat. Accordingly the reference is returned to the Central Govt. as settled in Lok Adalat. Central Govt. be informed. File be consigned to record.

Dated 20-11-08

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 जनवरी, 2009

का.आ. 165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 51/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12013/66/1998-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/1999) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of The Regional Manager Punjab National Bank and their workmen, received by the Central Government on 5-1-2009.

[No. L-12013/66/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

**ANNEXURE**

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1  
CHANDIGARH**

**Case No. ID 51/1999**

The General Secretary, National Bank of India Employees Union (North Zone) C/o P.N.B. Civil Lines, Rohtak (Haryana).

...Applicant

Versus

The Regional Manager, Punjab National Bank, Regional Office, Delhi Road, Rohtak (Haryana).

...Respondent

**APPEARANCES**

For the workman : Workman in Person.

For the management : Sh. R. K. Chandra.

**AWARD**

**Passed on 14-11-2008**

Central Government vide notification No. L-12013/66/1998/IR(B-II) dated 10-2-1999 has referred the following dispute to this Tribunal for adjudication :

“Whether employer-employee relationship exists between the management of Punjab National Bank and Smt. Savitri Devi who was reportedly engaged for supplying water to the Nagina Branch of the Bank? If yes, whether the demand for payment at the minimum rate of Rs. 175 per month to the disputant is just and legal? If not, what relief is the disputant entitled to ?”

2. The present reference was made by the Central Govt. on the failure of conciliation proceedings for adjudication of the matter referred in the schedule referred above and the workman prayed for declaring the action of the management as illegal and invalid.

3. The management turned up and opposes this reference.

4. As per office memorandum dated 5-9-08, this case was fixed in pre lok adalat meeting on 14-11-2008 for its disposal by adopting the mediation and conciliation mechanism. In Lok Adalat, both the workman and the management agreed and settle the case on the condition that workman will continue to work in the same capacity as already working. On this assurance the workman agreed to withdraw the reference, Lok Adalat. accordingly the reference is returned to the Central Govt. as settled in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh :

14-11-08

G. K. SHARMA, Presiding Officer



नई दिल्ली, 5 जनवरी, 2009

**का.आ. 166.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 149/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/20/2003-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

**S.O. 166.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 149/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Oriental Bank of Commerce and their workmen, received by the Central Government on 5-1-2009.

[No. L-12012/20/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1  
CHANDIGARH.**

Case No. ID 149/2004

Shri Subhash Chand S/o Sh. Deen Dayal R/o Vill. Bamni Khera. The Palwal, Distt. Faridabad.

...Applicant

Versus

The Branch Manager, Oriental Bank of Commerce, Neelam-Bata Road, Faridabad.

...Respondent

#### APPEARANCES

For the workman : None

For the management : Sh. Ram Chander.

#### AWARD

Passed on 21-10-08

Central Government vide notification No. L-12012/20/2003/IR(B.II) dated 8-3-2004 has referred the following dispute to this Tribunal for adjudication :

"Whether it is a fact that Shri Subhash Chand S/o Shri Deen Dayal was engaged by the management of Oriental Bank of Commerce, Faridabad Branch during the period from 16-5-1998 to 16-5-2002 on daily wage basis? If so whether the action of the management in terminating the services of Shri Subhash Chand w.e.f. 16-5-2002 is just and legal? If not, what relief the workman is entitled to?"

2. None is present on behalf of the workman. Learned counsel for the management is present. The reference was referred by the Central Government in the year 2004. Case called several times. It is already 1.15 pm. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh :

21-10-08

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 जनवरी, 2009

**का.आ. 167.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. लारसेन एण्ड टेब्रो लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 21/2004 और 33/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-01-2009 को प्राप्त हुआ था।

[सं. एल-38011/4/2003-आई आर (बी-II)]

[सं. एल-38011/7/2003-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

**S.O. 167.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2004 and 33/2004) of the Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of M/s. Larsen and Toubro Ltd., and their workmen, received by the Central Government on 05-01-2009.

[No. L-38011/4/2003-IR (B-II)]

[No. L-38011/7/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR**

Present : Shri N. K. R. Mohapatra, Presiding Officer

Industrial Dispute Case No. 21/2004 & 33/2004

Date of Passing Award—13th October, 2008

Between : The Management of (1) The Construction Manager, M/s. Larsen and Toubro Limited, ECC Division, Coal Handling Plant, At./PO. Paradip, Jagatsinghpur, Orissa.

(2) The Chairman,  
Paradip Port Trust, At./Po. Paradip,  
Dist. Jagatsinghpur-754142

...1st Party Managements

(AND)

Their Workmen represented through  
The General Secretary, Paradip Port  
Dock & Construction Workers Union,  
Qrs. No. M/11/98, Madhuban, Paradip  
Port, Paradip, Jagatsinghpur.

...2nd Party Union

#### APPEARANCES

Authorized Representative	...For the 1st Party Management No. 1
Shri N. K. Mishra,	...For the 1st Party
Dy. Secretary,	Management No. 2
Er. Jatikanta Behera	...For the 2nd Party
General Secretary	Union.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following disputes for adjudication *vide* their Order No. L-38011/4/2003-IR (B-II), dated 1-6-2004.

##### I. D. Case No. 21/2004

"Whether the action of the Management of M/s. Larsen and Toubro Ltd., Contractor in relation to their establishment i.e. Coal Handling Plant under Paradip Port Trust, Paradip by not providing re-employment to the retrenched workmen (36 No. of workmen as per list enclosed) is legal and justified? If not, what relief the workmen are entitled to?"

#### LIST OF THE WORKMEN

1. Ballav Kumar Biswar
2. Ranjan Swain
3. Anuja Ratha
4. Pramod Behera
5. Susanta Sahoo
6. Ashutosh Das
7. Banambar Jena
8. Pradipta Lenka
9. Ramachandra Sahoo
10. Rabi Pati
11. Srikanta Bhoi
12. Sekhar Pradhan
13. Sukanta Sahoo
14. Gyanaranjan Barik
15. Ajya Behera

16. Bijaya Lenka
17. Kanhu Panda
18. Pravakar Pradhan
19. Amar Sahoo
20. Manoranjan Rout
21. Kulamani Das
22. Ashok Das
23. Ranjit Samal
24. Susanta Malick
25. Debendra Nayak
26. Bichitra Lenka
27. Prasanta Chaudhary
28. Jayanta Swain
29. Nagen Sahoo
30. Pradipta Samal
31. Nasir Khan
32. Saroj Biswal
33. Premananda Rout
34. Bakuntha Sahoo
35. Prasanta Swain
36. Tofan Senapati.

##### I. D. Case No. 33/2004

"Whether the action of the Management of M/s. Larsen and Toubro Ltd., Contractor in relation to their establishment i.e. Coal Handling Plant under Paradip Port Trust, Paradip in not providing re-employment to the retrenched workmen (47 No. of workmen as per list enclosed) is legal and justified? If not, what relief the workmen are entitled to?"

#### List of Workmen

1. Susanta Das
2. Rabindra Rao
3. Abhaya Pradhan
4. Jalandhar Behera
5. Jaganatha Aran
6. Ramapada Mandal
7. Daitary Tarei
8. Bamana Samal
9. Basanta Kr. Rout
10. Sarat Kr. Swain
11. Chaitanya Sethy
12. Manosa Das
13. Gopal Ch. Pati
14. Gaun Mandal
15. Narayan Bag
16. Laxmidhar Baral
17. Ajaya Kr. Ojha
18. Gopal Ch. Sardar
19. T. S. Narayan

20. Dhuria Swain
21. Pitamber Sahoo
22. Ranjan Kr. Sahoo
23. Rabinarayan Sethy
24. Prasanta Chaudhary
25. Bhanga Murum
26. Asis Panda
27. Ranjan Samal
28. D. Tubu
29. R. K. Pradhan
30. Haridesh Ray
31. Susil Mandal
32. Nihar Ranjan Samal
33. Ranjan Kr. Pradhan
34. Alekha Ch. Rout
35. Dilip Kr. Sahoo
36. Narayan Murum
37. Rashmikiran Sahoo
38. Kailash Ch. Dalai
39. Ramachandra Guru
40. Rabindra Rath
41. Srinibas Mohapatra
42. Sujit Kr. Das
43. Debasis Malik
44. Satyaranjan Das
45. Ranjan Kuray
46. S. Darma Roy
47. Prabir Kr. Das.

2. The above noted two cases having been clubbed up together *vide* Order dated 8-5-2008 on the prayer of the parties, the award to be passed hereunder would be common to both the cases. The union has filed two separate claim petitions while the Management No. 1, (L & T Limited) has filed a common counter in both the cases and the Management of the Paradip Port Trust (Management No. 2) has simply filed its counter in one of the cases namely in I. D. Case No. 33/2004. The claim of the Union and the Management are therefore summarized as follows.

3. It is admitted by all parties that Management No. 1, M/s. Larsen & Toubro Limited (herein after referred as L & T in short) was awarded with a contract by Management No. 2, Paradip Port Trust (in short PPT) to construct a mechanized Coal Handling Plant. On getting such contract the L & T engaged several sub-contractors to execute different part of the contract by engaging their own manpower. Accordingly the disputants and many others were engaged by these sub-contractors and on completion of the project it was handed over to Paradip Port Trust by L & T and the workers engaged were terminated on payment of necessary compensation. After

taking charge of the Coal Handling Plant, the Paradip Port Trust in order to keep it functional, awarded another contracts to L & T for operation and maintenance of the plant as a temporary measure till a final decision is taken.

4. In the above background it is alleged by the Union in its both the claim petitions that after taking the 2nd contract for operation and maintenance of the plant, the management of L & T in blissful ignorance of the plight of the workers retrenched from the project work had engaged some outsiders as also some of the retrenched workers irrespective of their seniority. So far as the disputants are concerned it is alleged that in order to create a management controlled Union the Management of L & T (Management No. 1) instigated the members of the Union on record to join another Union and on their refusal retrenched with service certificate some of those who were re-employed and refused re-employment to other members of the Union including the disputants and many others. As a result the Union raised two separate Industrial Disputes, one in respect of 36 workers and the other for 47 workers resulting in two separate references *vide* I. D. Case No. 21/2004 and I. D. 33/2004 as detailed earlier.

5. In reply to the above contentions of the Union the Principal Employer (Paradip Port Trust) submitted its counter in I. D. Case No. 33/2004 stating that it has nothing to do with the matter under dispute, its liability and responsibility as a Principal Employer being quite limited. Referring to the 2nd contract given to L & T (Management No. 1) it simply contended that after the Coal Handling Plant was constructed and handedover by the L & T, the said L & T was asked further through another contract (2nd contract) to provide manpower for operation and maintenance of the plant on the basis of man-hours rates as agreed in the earlier contract till finalization of the award of the work of operation and maintenance and therefore except to the above extent the Paradip Port Trust is not answerable to the problem of the Union in regard to re-employment of the disputants in question.

6. The Management of L & T (Management No. 1) through its Construction Manager filed an elaborate counter common to both the cases contending that the first contract it had taken for construction of a Coal Handling Plant was executed through different sub-contractors and therefore the workers engaged by these sub-contractors can never be treated as employees of L & T. Besides when these workers were engaged against a Project work for a specific job, their termination on completion of the project can not be termed as retrenchment under Section 2(oo) or 2(G) to claim re-employment under Section 2(H) of the Industrial Disputes Act. As regards the allegation of engaging workers on pick and chose method in its second contract for operation and maintenance of the above plant it is contended that under no law a seniority list of workers engaged in a time bound/specific work needed to be maintained and therefore the said allegation of the Union

is devoid of merit. Similarly as regards the allegation of unfair labour practice it is contended that the Management of L & T had never instigated any member of the Union on record to join another Union but the Union having articulated such false allegation wants to mislead the court and all others. Thus in a nut-shell it is averred by the L & T that there is no merit in the claim of the Union nor the same is maintainable under any law.

7. On the basis of the above pleadings of the parties necessary issues were framed as follows.

### ISSUES

#### I. D. CASE NO. 21/2004

1. Whether after retrenchment of 36 workers involved in this reference, there was still availability of job for them in the establishment of the Management?
2. Whether the action of the Management in not providing re-employment to the retrenched workers (36 Nos.) is legal and justified?
3. If not, to what relief the workmen are entitled to?

#### I. D. Case No. 33/2004

1. Whether after retrenchment of 47 workers involved in this reference, there was still availability of job for them in the establishment of the Management?

2. Whether the action of the Management in not providing re-employment to the retrenched workers (47 Nos.) is legal and justified?

3. If not, to what relief the workmen are entitled to?

8. In I. D. Case No. 21/2004 the Union besides producing documents marked Ext.-1 to 1/14 and 2/10 has examined two witnesses. The Management of L & T (Management No. 1 and 2) has examined a sole witness besides marking a document (Ext.-A)

9. In I. D. Case No. 33/2004 the Union has examined one witness besides producing documents marked Ext.-1 to Ext.-11/1, whereas no witness has been examined on behalf of any of the Management.

10. Since while making a request for clubbing of both the cases, both the parties agreed to use in common the evidence recorded in both the cases, the evidence so recorded by the parties in these cases are taken as common to both the cases.

### FINDINGS

#### ISSUE NO. II

11. This issue is taken up first for the purpose of convenience.

While claiming re-employment to the disputants in question it is alleged by the Union that after completion of the construction work of the Coal Handling Plant by Management No.1 further contract was given to him by the Management No. 2 (Paradip Port Trust) for operation

and maintenance of the said plant. While executing the second contract the L & T did not engage all those who were retrenched from the project work. It is also averred that few such retrenched workers were re-employed while majority of them were refused re-employment and that from amongst those who were re-employed few were terminated in the midst and were again taken back due to intervention of the Union etc. It is also further contended that the Management No.1 used to engage less labourers than the man-powers sanctioned by the Paradip Port Trust-Management No.2 and this was obviously to avoid re-employment of the retrenched workers.

12. It is now therefore to be seen how far the Management No.1 L & T was guilty of not providing re-employment to the retrenched workers and for this the relevant provision as enumerated under Section 25-H of the Industrial Disputes Act is extracted below.

**“Re-employment of retrenched workmen—**Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity (to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen) who offer themselves for re-employment shall have preference over other persons.”

13. From the above provisions of law it is thus clear that an employer is not always bound to provide re-employment mechanically to all those who have been retrenched from an earlier project. Rather the employer is simply required to provide opportunities to these type of workers and on their exercising options he is to provide them re-employment depending upon his requirement and on the basis of suitability of a particular worker. Therefore, the demand of the Union that all the retrenched workers have the right to claim re-employment sounds some what improper and therefore an employer can not be blamed for not providing re-employment to all those who were retrenched from an earlier project.

14. Furthermore, in so far as the present case is concerned, the pleadings of the Union and the evidence adduced by its witnesses show that the disputants were never engaged by the Management of L & T for constructing the Coal Handling Plant. Rather they were engaged by different sub-contractors of the L & T. Therefore, the disputants can not be treated as the retrenched workers of the L & T to claim re-employment in a job the contract of which was taken subsequently by the L & T from the Paradip Port Trust for operation and maintenance of the plant constructed through different sub-contractors earlier. The evidence of the Union further indicates that on completion of the construction work of Coal Handling Plant the workers engaged there by different sub-contractors of L & T were terminated on payment of necessary compensation. This itself goes to cut the very root of the case of the Union suggesting that they were

neither employed nor retrenched by the L & T and therefore there being no relationship of employer and employee between these workers and L & T, the latter is under no obligation to provide re-employment to these disputants in its second contract taken for operation and maintenance of a running plant. Accordingly this issue is answered.

#### ISSUE NO. 1

15. Under this issue the main question mooted by the Union is as to whether an employer is always required to engage such number of persons as has been approved and sanctioned by the Principal Employer and where under any circumstances he can engage less than the sanctioned strength. The documents marked Ext.-1 & 2 read with Ext.-A shows that after the completion of the construction work of the Coal Handling Plant the Management No.2 (Paradip Port Trust) having taken over the charge of the same made some interim arrangements with L & T (Management No. 1) to operate and maintain the said plant with his own staff as long as the recruitment of man-power for the plant has not been approved by the Ministry under whom the Paradip Port Trust was functioning. Ext.-1 further indicates that for operation and maintenance of the plant 244 man power posts were sanctioned by the Paradip Port Trust for the contract of maintenance and operation and the said figure was subsequently revised in 2005 reducing the required strength to 210. It is here argued by the Union that when the sanction strength was 244 the L & T used to engage less than 244 workers, depriving some of the disputants to be so engaged. But it should be clarified that while awarding a contract man-power is generally sanctioned not to provide employment opportunities to the workers but it is done considering the nature and workload of a given contract. Therefore, if a contractor by engaging less number of workers than the sanctioned strength can achieve the goal within the stipulated period, it is for the principal employer rather than the Union to question the same at the time of final payment to the contractor. Therefore, there appears no force in the argument of the Union that the Management of L & T should have re-employed some of the disputants instead of keeping some of the sanctioned posts vacant. As a matter of repetition it may be stated here that when admittedly, as discussed earlier, the disputants were not the retrenched workers of the L & T, the said Management can not be blamed for not providing re-employment to the disputants in its second contract taken for operation and maintenance of the Coal Handling Plant. Besides when admittedly the disputants were terminated after completion of a project work, their said termination can not be viewed as retrenchment in view of Section 2(00)(bb) of the Industrial Disputes Act to claim re-employment within the meaning of Section 25-H of the said Act.

#### ISSUE NO. 3

16. To sum up, for the various discussions made under different issues, it is held that the entire claims of the

Union is nothing but a misconceived one and hence no relief.

17. The reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

I. D. Case No. 21/2004

#### LIST OF WITNESSES EXAMINED ON BEHALF OF THE WORKMAN

Workman Witness No.1 - Ranjan Swain.

Workman Witness No.2 - T.S. Narayan.

#### LIST OF WITNESSES EXAMINED ON BEHALF OF THE MANAGEMENT

None is examined on behalf of the 1 st Party-Management.

#### LIST OF EXHIBITS ON BEHALF OF THE 2ND PARTY-WORKMAN

Ext.-1-Wage slips relates to the year 2000-2001.

Ext.-1/1-Wage slips relates to the year 2000-2001.

Ext.-1/2-Wage slips relates to the year 2000-2001.

Ext.-1/3-Wage slips relates to the year 2000-2001.

Ext.-1/4- -do-

Ext.-1/5- -do-

Ext.-1/6- -do-

Ext.-1/7- -do-

Ext.-1/8- -do-

Ext.-1/9- -do-

Ext.-1/10- -do-

Ext.-1/11- -do-

Ext.-1/12- -do-

Ext.-1/13- -do-

Ext.-1/14- -do-

Ext.-2-Wage slips relates to the year 1998 to 1999.

Ext.-2/1- -do-

Ext.-2/2- -do-

Ext.-2/2- -do-

Ext.-2/3- -do-

Ext.-2/3- -do-

Ext.-2/4- -do-

Ext.-2/5- -do-

Ext.-2/6- -do-

Ext.-2/7- -do-

Ext.-2/8- -do-

Ext.-2/9- -do-

Ext.-2/10- -do-

#### LIST OF EXHIBITS ON BEHALF OF THE 1ST PARTY-MANAGEMENT

No documents exhibited on behalf of the 1st Party-Management.



**I. D. Case No. 33/2004****LIST OF WITNESSES EXAMINED ON BEHALF OF THE WORKMAN**

W.W.-I-Manasa Kumar Das.

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE MANAGEMENT**

None is examined on behalf of the 1st Party Management.

**LIST OF EXHIBITS ON BEHALF OF THE 2ND PARTY-WORKMAN**

Ext.-1- Board Memorandum (Operation & Maintenance of Mechanical Coal Handling Plant) with Annexures.

Ext.-2- Copy of letter dated 24-2-2003 of Executive Engineer (Mech.) Paradeep Port Trust addressed to L & T.

Ext.-3- Copy of Minutes of discussion made in presence of A.L.C. (C) on 12-6-2003.

Ext.-4-List of Workers.

Ext.-5- Attendance register maintained by different contractors (copy).

Ext.-6- Wage slips.

Ext.-7- Identity card of Shri Nihar Ranjan Samal.

Ext.-8- Certificate granted by S.R. Brothers to Nihar Ranjan Samal.

Ext.-9- Certificate granted by S.R. Brothers to Shri Manas Das.

Ext.-10- Certificate granted to T.S. Narayan by General Industrial Builders Pvt. Ltd.

Ext.-11-Certificate granted to Shri Gopal Chandra Sardar by Pawan Engineering Works.

Ext.-11/1-Temporary pass issued to Shri Gopal Ch. Sardars.

**LIST OF EXHIBITS ON BEHALF OF THE 1ST PARTY-MANAGEMENT**

No documents exhibited on behalf of the 1st Party-Management.

नई दिल्ली, 5 जनवरी, 2009

का.आ. 168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 35/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-01-2009 को प्राप्त हुआ था।

[सं. एल-12011/80/2007-आई आर (बी.-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial Dispute between the management of United Bank of India

and their workmen, received by the Central Government on 05-01-2009.

[No. L-12011/80/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

Reference No. 35 of 2007

Parties : Employers in relation to the management of United Bank of India

And

Their Workmen.

Present : Mr. JUSTICE C.P. MISHRA, Presiding Officer

**APPEARANCE**

On behalf of the : Mr. G. Chakraborty, Advocate.  
Management

On behalf of the : None.  
Workmen

State : West Bengal

Industry : Banking

Dated : 4th November, 2008.

**AWARD**

By Order No. L-12011/80/2007-IR(B-II) dated 28-11-2007 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of United Bank of India, 11, Hamanta Basu Sarani, Kolkata-700001 by not placing Shri Shyamal Prasad Ghosh, Head Cashier-cum-Computer Operator of Shri Garpar Branch, Kolkata as senior to Shri Surojit Ghosh and debarring him from getting his seniority on the basis of his promotion result i.e. 14-10-1982 is justified? If not, what relief the concerned workman is entitled to?”

2. When the case is called out today, none appears for the workmen. Advocate for the management is present and has stated none has ever appeared for the workmen in this case and they are no longer interested in the matter. He has prayed for disposal of the case by passing a “No Dispute” Award.

3. It appears from the record that none has ever appeared on behalf of the workmen in this case, nor any step is taken on their behalf to proceed with the matter in spite of service of notice upon the union. It is accordingly clear that the workmen are no longer interested in the present dispute under reference. This Tribunal, therefore, has no other alternative but to dispose of the matter by passing a “No Dispute” Award. A “No Dispute” Award is accordingly passed and the reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated, Kolkata,

The 4th November, 2008.

नई दिल्ली, 5 जनवरी, 2009

का.आ. 169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 235/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12011/44/2001-आई.आर.(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 235/2001) of the Central Government Industrial Tribunal-cum Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial dispute between the management of UCO Bank and their workman, received by the Central Government on 5-1-2009.

[No. L-12011/44/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer  
ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH**

Case No. I. D. : 235/2001

The Deputy General Secretary UCO Bank Employees Union C/o UCO Bank, Regional Office, Sector-17-B, Chandigarh.-160017.

.....Applicant

Versus

The Divisional Manager, UCO Bank, Sector 17, Chandigarh-160017

.....Respondent

#### APPEARANCES

For the Workman : Shri R. K. Walia

For the Management : Sh. R. K. Chabra with  
Sh. N. K. Zakhmi.

#### AWARD

Passed on 14-11-2008

Central Government vide notification No.L-12011/44/2001/IR(B-II) dated 12-6-2001 has referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of UCO Bank in not allowing the charge sheeted employee to be represented through defence representative, if he is having more than 3 enquiries in his hand is legal or just? If not, what relief the concerned workman is entitled to?"

2. The present reference was made by the Central Government on the failure of conciliation proceedings for adjudication of the matter referred in the schedule referred above and the workman prayed for declaring the action of the management as illegal and invalid.

3. The management turned up and opposes this reference.

4. As per office memorandum dated 5-9-2008, this case was fixed in pre lok adalat meeting on 14-11-2008 for its disposal by adopting the mediation and conciliation mechanism. The representative of the workman Shri R. K. Walia General Secretary of the Union made a statement that he withdraw the present reference. Accordingly the reference is returned to the Central Government as settled in Lok Adalat, Central Government be informed. File be consigned to record.

Chandigarh

G. K. SHARMA, Presiding Officer

14-11-2008.

नई दिल्ली, 5 जनवरी, 2009

का.आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2 मुंबई के पंचाट (संदर्भ संख्या 53/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/37/2002-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2002) of the Central Government Industrial Tribunal-cum Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial dispute between the management of Dena Bank and their workman, received by the Central Government on 5-1-2009.

[No. L-12012/37/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer  
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL No. 2, MUMBAI**

**Present : A. A. LAD, Presiding Officer  
Reference No. CGIT-2/53 of 2002**

Employers in relation to the Management of Dena Bank.

The Regional Authority,  
Dena Bank, Thane Regional Office  
Dadar (C.Rly.) Ganesh Bhavan, 2nd Floor,  
Swami Gyanjivandas Marg,  
Dadar (C.Rly.), Mumbai 400014. ....1st Party

AND

Their Workmen

Smt. Shakuntala T. Sadam,  
Block No. C/12, Shende Housing Society,  
Remedia, Vasai -401201. ....2nd Party

124 GI/09-14



**APPEARANCE**

For the Employer : Mr. S. K. Talsania and  
Miss Nandini Menon,  
Advocates.

For the Workmen : Mr. S. S. Chaubal, Advocate

Date of reserving the Award : 6-5-2008.

Date of passing the Award : 30-10-2008.

**AWARD**

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-12012/37/2002-IR(B-II) dated 7th July, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Dena Bank in relation to Regional Manager, Thane in terminating the services of Smt. Shakuntala T. Sandam, w.e.f. 15-5-2002 is legal and justified? If not, what relief the workman is entitled?”

2. To support the subject matter referred in the reference, Second Party filed Statement of Claim at Exhibit 6 making out the case that, she joined 1st Party in 1987 as a Peon on daily wages of Rs. 50 per day at Vasi Branch. She states that, she was asked not to work from 15th November, 2000. It is further stated by the 2nd Party that, she was doing the work of Peon of various Branches while she worked with the 1st Party. When she was asked not to work that time, no notice of one month or salary for one month in lieu of the notice was offered or legal dues were given to the 2nd Party. The decision taken by the 1st Party was arbitrary, without following due process of law. It is stated that, even chargesheet was not served on her. No allegations were levelled against her. No enquiry was conducted neither notice of one month or salary in lieu of notice was offered to the 2nd Party still decision was taken by the 1st Party for not allowing her to work and report on duty, which is illegal and requires to quash and set aside with directions to the 1st Party to take her back in the employment. It is further stated that, by virtue of her long service from 1987 till the date of her termination, she worked for more than 240 days in a calendar year and as such she is entitled for protection with directions of reinstatement with benefits of full back wages and continuity of service.

3. This is disputed by the 1st Party by filing reply at Exhibit 8 making out the case that, 2nd Party was not appointed as its regular employee. She was not on the roll of the 1st Party. She was working on daily wages and as such she was daily wages employee. There is no master and servant relationship between the 1st Party and the 2nd Party. Even she was not recruited to do regular full time job and appointment order was not issued to her. She has not acquired the right to consider her for recruitment in the establishment of the 1st Party as per the settlement took place between the Union and the 1st Party. Since services

of the 2nd Party were engaged essentially on temporary basis and nature of work which she was doing was of casual nature. She is not entitled to claim permanency and does not even attract the protection available to permanent Employees under the Industrial Disputes Act, 1947. Since 2nd Party is not a permanent employee of the 1st Party and has not worked for more than 240 days continuously in any calendar year as claimed by the 2nd Party, it is stated that, 2nd Party is not entitled to seek relief as prayed in the Statement of Claim. It is also stated by the 1st Party that, the reference is not maintainable as there is no relationship of the master and servant between the 1st Party and the 2nd Party.

4. In view of the above pleadings my Ld. Predecessor framed the Issues at Exhibit 10 which I answer as follows :

**ISSUES****FINDINGS**

- |   |                     |
|---|---------------------|
| (1) Whether the reference is not maintainable as averred in Written Statement para. 2(a)?   | Yes                 |
| (2) Whether workman proves that he worked more than 240 days continuously ?   | No                  |
| (3) Whether the action of the Management of Dena Bank in relation to Regional Manager, Thane in terminating the services of Smt. Shakuntala T. Sandam w.e.f. 15-5-2000 is legal and justified ? | Yes                 |
| (4) What relief the workman is entitled to ?  | As per order below. |

**ISSUE NOS. 1 & 2 :**

(5) 2nd Party made out the case that, she worked for more than 240 days in each calendar year and worked with the 1st Party from 1987 to 2000. This is disputed and denied by the 1st Party saying that, the concerned workman did not work for more than 240 days in each calendar year to attract the protection available under the Industrial Disputes Act, 1947. In this situation burden shifts on the 2nd Party to show that, she worked for more than 240 days in a calendar year and is entitled for protection under the Industrial Disputes Act, 1947. If she succeeds then she has to show that, by virtue of that 1st Party was supposed to give her one month's notice or one month's salary in lieu of notice before taking alleged action as claimed by the 2nd Party? Against that case of the 1st Party is that, there is no employer-employee relationship between the concerned workman and the 1st Party and since she did not work for more than 240 days continuously in a calendar year, she is not entitled to the protection under Industrial Disputes Act, 1947.

(6) To prove that 2nd Party placed reliance on the evidence filed in the form of affidavit in lieu of his examination in chief at Exhibit 13 where she narrated the story of her employment. She also described how she worked and what was the nature of her work. She also

states that, how she was entitled for protection and how she was asked not to report for work. In the cross she states that, no written appointment order was issued to her by the 1st Party. She also states that, she was orally instructed to work and orally instructed not to work. She states that, no Identity Card was issued to her by the 1st Party. She states that, her signature was not taken on the muster roll. The wages were paid to her on voucher for the work done by her. She admits that, she has no evidence to show that, she was terminated by issuing termination order in writing. She denied that, she was never appointed as a Peon. She states that, her name is there in the records of the Employment Exchange and she can produce the evidence relating to registration of her name with the Employment Exchange. Then she filed closing purshis at Exhibit 29.

(7) Against that 1st Party filed affidavit of T. P. Shah at Exhibit 30 in lieu of examination-in-chief where he states that, he was working as an Officer-Capital Markets-with the 1st Party. He states that, recruitment is made as per the directions issued by the Government from time and again and Bipartite Settlement. They have to follow the recruitment rules. There is recruitment procedure, rules and regulations. There is certain eligibility of requirements of age, educational qualifications etc. to recruit the employees for the Bank. He states that, Bank has to engage employees temporarily for doing miscellaneous work, such appointments can be periodical or on daily wages. According to him, 2nd Party was not appointed on regular basis. She was not permanent employee. No appointment order was issued to her. She was on the permanent roll. Even she was not treated as permanent employee of the 1st Party. In the cross he states that, 2nd Party did not work under him. He admits that, he has not recruited 2nd Party on casual basis. He states that, Bank is not maintaining record of casual workers like 2nd Party. He denies that, 2nd Party is entitled for protection.

(8) Against that written argument is submitted by the 1st Party at Exhibit 32 with Rules which is replied by the 2nd Party by filing written arguments at Exhibit 33.

(9) Read the argument of both. Perused the documents. Here crucial point is whether 2nd Party has shown that, there is employer and employee relationships between 1st Party and the 2nd Party and whether she worked for more than 240 days continuously in each calendar year as claimed by her? As far as working of 2nd Party for more than 240 days is concerned that too in a calendar year before the termination, burden shifts on the 2nd Party to prove it as per decision taken by various Courts in catena of judgments (1) 2008 II LLJ page 654 Patna, (2) 2008 I LLJ page 492 S. C., (3) 2008 I LLJ page 400 Gujarat H. C., (4) 2007 III page 652, (5) 2008 I LLJ page 43 Madras and (6) 2008 I LLJ page 48 M. P.. However, no evidence of any type is led by the 2nd Party to show that, 2nd Party worked for more than 240 days continuously in a calendar year before termination. Besides it is not brought on record that, no appointment order was issued to the 2nd Party. It is also not brought on record that, termination was issued to the 2nd Party. Some documents are produced by the 2nd Party with Exhibit 9. Since those documents are

not disputed by the 1st Party, all are exhibited which are Xerox copies of the correspondence and their letter which are produced at Exhibit 18 we find, there is recommendation of the Branch Manager, Dena Bank, dated 25th October, 1989 to the Regional Manager to consider 2nd Party's application for part-time job. Then there is copy of a letter dated 24th August, 2003, at Exhibit 19, by which the details were submitted by the 2nd Party's Branch (Sandur Branch) to Regional Manager. Exhibit 20 is a copy of the letter written by Regional Manager to Branch Manager, where 2nd Party was working, by which clarification was sought by the Regional Manager. Then there is Xerox copy of the details of the 2nd Party forwarded by the Branch Manager to the Regional Office. Then Exhibit 22 is a letter of Branch Manager addressed to the Regional Authority dated 13th June, 1995 through which recommendation was made to increase her salary from Rs. 225 to Rs. 500 per month. Then there is Xerox copy of a letter dated 2-8-1999 at Exhibit 23 written by the Branch Manager to Regional Office regarding increase in the remuneration of the 2nd Party. Xerox copy of the letter dated 4th October, 1997 produced at Exhibit 24 is written by the Branch Manager to the Regional Office by which name of the 2nd Party was recommended for making her permanent. Then Xerox copy of a letter dated 10th September, 1997 produced at Exhibit 25 reveals that, General Manager demanded details of the employees who were working for 90 days or more for more than 240 days in an aggregate in a period of 12 consecutive months. Then there is reply to that by the Branch Manager by letter produced at Exhibit 26 which reveals that, information was supplied by the Branch Manager, copy of letter dated 18-12-1997, produced at Exhibit 27, reveals that the Branch Manager recommended 2nd Party to be continued.

(10) Against that 1st Party produced some Xerox copies of the documents at Exhibit 11 including Rules for recruitment required to be followed while recruiting subordinate staff.

(11) So this is the evidence led by both. Here burden of proving of working for more than 240 days continuously in a calendar year was on the 2nd Party. By copies of letters of Exhibit 18 2nd Party was trying to show that, she worked with the 1st Party and information called for by the Regional Office for the employees who worked for more than 90 days and 240 days was supplied. However, it is not brought on the record to presume that, employee involved in the reference worked for more than 240 days to treat her protected employee against whom management can not take action without following due process of law. Here 1st Party challenges its relations with the 2nd Party. According to 1st Party 2nd Party is not its employee. There is no employee-employer relationship between the 1st Party and the 2nd Party and unless and until 2nd Party establishes that, 2nd Party is not entitled to protection under Industrial Disputes Act, 1947.

12. Here no doubt notice of one month or salary in lieu of notice for one month was not offered to the 2nd Party while asking her not to report on duty. Here it is a matter of record that she was not appointed by 1st Party and even there is no written termination order issued by the 1st Party. It is also a matter of record that, the 2nd Party

was appointed on daily wages i.e. @ Rs. 50/- per day and she has mentioned it in para 2 (d) of her statement of claim. When her case is that, she was appointed on daily wages of Rs. 50/- per day and when there was a recommendation of 1st Party to increase her salary from Rs. 225 to Rs. 500 per month reveals that, vis-a-vis to make her permanent reveals that, 2nd Party was happy with the daily wages and as such directions were issued to the Branch Manager who recommended to that effect.

13. According to 1st Party though 2nd Party worked on daily wages. The decision given by Apex Court while deciding the case of Secretary, State of Karnataka and ors. v/s Umadevi (3) and ors. published in 2006 (4) SCC page 1, reveals that, employee of this type is not entitled to protection. Even 1st Party's Advocate placed reliance on the decision of Apex Court while deciding the case of State of U.P. v/s Neeraj Awasthi and ors. published in 2006(1) SCC page 667 where it is observed that, when there is no sanctioned post, directions of reinstatement should not be issued. He also placed reliance on the decision of the Apex Court given in the case of Surinder Prasad Tiwari v/s U.P. Rajiva Krishi Utpadan Mandi Parishad and ors. published in 2006 (7) SCC page 684 where it is observed that, when employees are appointed without following due process of law, such employee cannot be regularized in service. Then he placed reliance on the decision of the Apex Court while deciding the case of U.P. State Brasswara Corporation Limited v/s. Uday Narain Pandey and anr. published in 2006(1) SCC page 479 where it was observed that, onus is on the workman to prove that, he is workman of employer with whom relationship is claimed. 1st Party's Advocate also played reliance on the decision of Apex Court given in the case of State of U.P. and ors v/s Desh Raj published in (2007) 1 SCC page 257 where it is observed that, when daily wages worker was not recruited through the terms of recruitment rules, directions cannot be issued to regularize such an employee. 1st Party's Advocate also placed reliance on the decision of the Apex Court given in the case of Indian Drugs and Pharmaceuticals Ltd. v/s. Workmen Indian Drugs and Pharmaceuticals Ltd. published in (2007) 1 SCC page 408 where it was observed that, one cannot give additional burden and impose burden on people at large to benefit few like directing the Bank to regularize the employee who was not appointed by following due process of law. 1st Party's Advocate also placed reliance on the decision given by the Apex Court while deciding the case of Municipal Corporation, Jabalpur v/s. Om Prakash Dubey published in (2007) 1 SCC page 373 where it was not directed to be observed for regularizing any person when said is not appointed by following due process of law. Here in the instant case 2nd Party was not appointed by following due process of law. So she cannot be regularized. 1st Party also placed reliance on the copy of decision given by the Hon'ble Bombay High Court while deciding the case of Dena Bank v/s Venu Gopal Naik where it was observed by the Hon'ble Bombay High Court that, employee appointed like 2nd Party cannot be directed to be reinstated.

14. If we consider this position and various case laws produced by the 1st Party Bank and evidence brought on record I conclude that, the 2nd Party is unable to establish that she worked for more than 240 days continuously in a calendar year before her termination and is entitled to protection as per the provisions of Industrial Disputes Act, 1947. Besides 2nd Party is unable to prove and is unable to establish that, there existed relationship of master and servant between the 1st Party and the 2nd Party and that she is entitled for protection under the Industrial Disputes Act, 1947. 2nd Party did not work for more than 240 days continuously in a calendar year before her alleged termination and when she has no right to seek protection by virtue of not having employment for more than 240 days in a calendar year prior to her termination and has no proof that 1st Party is supposed to follow the procedure of giving one month's notice or one month's salary in lieu of the notice before asking her to not to report on work, I am of the opinion that, 2nd Party cannot challenge the so called decision of 1st Party of stopping her from reporting on duty.

15. In view of the discussions made above I conclude that, 2nd Party cannot be called as an 'employee' of the 1st Party and since 2nd Party is unable to establish that there is employee-employer relationship between the 1st Party and the 2nd Party, reference is not maintainable and when she did not work for more than 240 days continuously in a calendar year, she is not expected to seek protection. So I answer this issue to that effect.

#### ISSUE NO. 3:

16. It is a matter of record that, 1st Party has not given one month's notice nor one month's salary in lieu of the notice before asking her not to report on duty. When she is unable to qualify herself to prove protection under the provisions of the Industrial Disputes Act, 1947 question arises whether decision taken by the 1st party is illegal or in violation of the procedure and whether for that 2nd Party is entitled for protection? When 2nd Party is unable to show that, she is entitled to protection, in my considered view, alleged decision taken by the 1st Party in stopping her from work cannot be declared as illegal.

17. Decision given by Apex Court in case of Secretary, State of Karnataka and ors. v/s Umadevi (3) and ors. published in 2006 (4) SCC page 1, is landmark judgement on this point but unless and until employees are recruited by following due process of law those cannot be regularized to burden body like the 1st Party who is a public undertaking. So I conclude that, in these premises 2nd Party is not entitled for any relief. Hence I answer this issue to that effect.

18. In view of the discussions made above I conclude that, reference requires to be rejected. Hence, the order:

#### ORDER

Reference is rejected with no order as to its costs.

A. A. LAD, Presiding Officer

Bombay, 30th October, 2008.

नई दिल्ली, 5 जनवरी, 2009

का.आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ सं. 83/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2009 को प्राप्त हुआ था।

[सं. एल-12012/85/2000-आईआर (बी-II)]

राजेन्द्र कुमार डेस्क अधिकारी

New Delhi, the 5th January, 2009

S.O. 171.—In pursuance of Section 17 of the Industr. Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 5-1-2009.

[No. L-12012/85/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/83 of 2000

Employers in Relation to the Management of

Bank of Maharashtra,  
The General Manager (Personnel),  
Bank of Maharashtra,  
Central Office, 1501, Lokhmangal,  
Shivaji Nagar, Pune 411005

...1st Party

AND

Their Workmen  
Mahendra S. Awasthi,  
Opp. To Power House,  
Ambedkar Ward,  
Tumsar-441912,  
Dist. Bhandara.

...2nd Party

## APPEARANCE

For the Employer : Mr. V. M. Parkar, Advocate

For the Workman : Mr. M. B. Anchan, Advocate.

Date of Reserving Award : 13-5-2008.

Date of Passing of Award : 18-11-2008.

## AWARD PART-I

The matrix of the facts as culled out from the proceedings are as under :

2. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-12012/85/2000 /IR (B-II) dated 22nd August, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial disputes Act, 1947 have referred the following disputes to this Tribunal for adjudication :—

"Whether the action of the Management of Bank of Maharashtra by dismissing Shri M. S. Awasthi from the services of Bank is justified and proper ? If not then, what relief the workman is entitled to ?"

2. To support the subject matter referred in the reference, Second Party filed the Statement of Claim at Exhibit 13 stating that, while he was working as an officiating Branch Manager of Vikramgad Branch he was issued charge sheet for the alleged misconduct of appointing Miss Madhura P. Patil as Part Time Clerk. It was also alleged that, he sanctioned housing loan of Rs. 25,000/- to Shri Mangesh Roaji Bhurkud, sub-staff, and sanctioned consumer loan of Rs. 15,000/- to S. G. Peendem for purchase of colour T. V. without authority to sanction loans etc. Also charge of giving loan unauthorisedly to various other customers were leveled. Inquiry was conducted by issuing charge sheet and he was held guilty by the Enquiry Officer. According to 2nd Party, charge sheets was baseless and was issued with malafied intention to harass the 2nd Party Workman. He also alleged that, Shri Manohar Moghal, Disciplinary Authority is not competent authority to take action against the 2nd Party. He also alleges that, the enquiry conducted against him was against the principles of natural justice. He also alleged that, the enquiry was not fair and proper. Fair opportunity was not given to him to defend. It was also alleged that, though he was on leave, which was known to the Enquiry Officer, still he proceeded with the enquiry in the absence of the 2nd Party. He alleges that, the finding of the Enquiry Officer is perverse and is not based on evidence. He also alleged that, in the enquiry he was not given fair opportunity to defend and he was not permitted to take help of Defence Representative. He also alleged that, finding given by the Enquiry Officer in pages 4 to 8 is perverse. So he pray that, the enquiry conducted by the Enquiry officer be declared illegal and same be quashed and set aside with directions to the Management to reinstate him with full back wages and continuity of service.

3. This is disputed by the Management by filing Written Statement at Exhibit 16 stating that, 9 charges were levelled against the concerned Workman observing misconduct was done by him while appointing a Part-time Clerk and sanctioning loan to various persons under different heads viz. housing loan, consumer loan, personal loan, vehicle loan etc. According to Management the



concerned Workman was not authorized to sanction loans and appoint temporary employees. He has no power to take the decisions. He misused the powers and appointed part-time Clerk as well as sanctioned loans on his own and committed misconduct on which the charge sheet was served on him, enquiry was conducted, full opportunity was given to him and he was permitted to take help of Defence Representative. Enquiry Officer after holding enquiry, observed Charges Nos. 1 to 5 and 7 to 9 as proved. He submitted report, Disciplinary Authority considering the nature of charges proved against the concerned Workman gave punishment of dismissal which is just and proper and does not require any interference. It is denied that, the documents were not given. It is also denied that, full and fair opportunity was not given to the concerned Workman to defend in the enquiry. It is denied that, the enquiry was conducted without following the principles of natural justice. The case of the Management is that, after giving full opportunity to the concerned workman Enquiry Officer concluded and submitted his finding and relying on the finding punishment of dismissal is imposed upon the concerned work which does not require any interference.

4. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 18. Out of them Issue No. 1 and 2 are on the point of Enquiry and perversity of finding which I decide at first instance and answer as follows :

ISSUE	FINDING
1. Whether the domestic inquiry conducted against the concerned Workman was as per the principles of natural justice ?	Yes
2. Whether the findings of the Inquiry officer are perverse ?	No

#### REASONS:

##### ISSUE NOS. 1 & 2 :

5. Second Party states that, when he was working as a Branch Manager at Vikramgad Branch charge of misconduct was levelled against him regarding part-time appointment of Clerk. Thereafter charge of sanctioning house loan, unauthorisedly to Mangesh Raoji Bhuknud was levelled against him. At the same time charge of granting consumer loan unauthorisedly to S. G. Pendam for purchase of colour T. V. was leveled against him. Charge of sanctioning loan of Rs. 3,000 to Shri N. V. Dalvi against FDR of Rs. 50,000 unauthorisedly, charge of granting loan of Rs. 40,000 unauthorisedly to Shri Avasarkar for purchase of motor cycle and charge of granting loan against FDR of Rs. 50,000 too Shri S. K. Bhoir unauthorisedly, charge of sanctioning loan of Rs. 20,000 to Mr. V. D. Bhoir, and charge of not following proper procedure while sanctioning these loans were levelled vis-a-vis of not following proper procedure as laid down for maintaining account was leveled alleging that, he has

committed misconduct under Clause 19.5 (j) of Bi-partite Settlement. According to 2nd Party fair and proper opportunity was not given to him in the enquiry. Enquiry was not fair and proper, finding were perverse. Though Charge No. 6 was not proved against the concerned workman, action of dismissal was taken which is not just and proper.

6. This is disputed by the Management saying that, fair and proper opportunity was given to the concerned Workman. Concerned Workman was not authorized to sanction loan vis-a-vis appoint part-time staff. He has committed misconduct which fall under Clause 19.5 (j) of Bi-partite Settlement. After recording evidence Enquiry Officer gave finding and relying on it, Enquiry Officer observed misconduct was proved against the concerned workman. Disciplinary Authority gave penalty of dismissal to the concerned Workman.

7. 2nd Party placed reliance on his affidavit filed at Exhibit 27, in lieu of the examination-in-chief, where he narrated the entire story as stated above and submitted that, Enquiry was not fair and proper and finding perverse. In the cross he states that, he replied charge sheet. He admits that, engaged Shri Shirsar Shikodi as his Defence Representative. He states that, he has no evidence to show that, he has power to appoint part-time Clerk. He admits that, charge sheet was given to him by Chief Manager. He admits that, the documents mentioned at page 4 of Enquiry proceedings filed along with Exhibit 36 pertain to sanction of loan to various parties were served on him. He admits that, he has signed page 10 of Exhibit 36 in token of receipt of documents. He admits that, pages 102, 106, 109 and 121 and copy of a letter dated 4-6-93 at page 127 produced with Exhibit 36 were served on him. He admits that, Page 11, proceeding dated page 11, 11-3-96, page 12 of the proceedings dated 16-3-06, page 19 of the proceedings dated 27-5-86, page 64 dated 26-11-96, page 65 dated 27-11-96 produced with list Exhibit 36 reveals that, on those relevant dates, enquiry proceedings was adjourned when he was absent. On that 2nd Party closed his evidence by filing closing purshis at Exhibit 28.

8. Against that, Management filed affidavit of Rajkiran Bhoir, in lieu of examination-in-chief at Exhibit 37, who states, how enquiry is fair and proper and how the 2nd Party committed the misconduct under Clause 19.5(j) of Bi-partite Settlement and how it falls under the definition of misconduct as defined under clause 19.5 (j) of the Bi-partite Settlement. He also states that, fair and proper opportunity was given to the concerned workman and he try to show, how enquiry was fair and proper vis-a-vis the finding of the Enquiry Officer not perverse. In the cross he denies that, the 2nd Party was falsely charge sheeted just to deprive him of the promotion when he demanded it. He states that, the concerned Workman was suspended and charge sheeted by Mogal, Chief Manager who was officiating as Chief Manager. He states that, 9 charges

were levelled against the concerned Workman which were proved, except Charge No. 6. He states that, 2nd Party sanctioned loans illegally vis-a-vis appointed part-time Clerk without authority and by that and he has committed misconduct which is proved against him. Besides, Management examined A.N. Asyar by filing his affidavit in lieu of examination-in-chief at Exhibit 40. He was Enquiry Officer in case of 2nd Party. He states that, fair and full opportunity was given to the concerned Workman. He states that, during his absence enquiry was adjourned. He states that, documents were given to him. He states that, charges were proved against the concerned Workman. He states that, he was not bias and finding given by him is given on the basis of the evidence. In the cross this fellow states that, enquiry was just and proper. Then 1st Party closed evidence by filing purshis at Exhibit 44.

9. Then 2nd Party, the concerned workman filed written arguments at Exhibit 45 which was replied by the 1st party by filing written arguments at Exhibit 46.

10. In the written arguments 2nd party tried to submit that, whatever has been done by him for which he was charge sheeted were done by him under the power given to him, which was denied by the 1st Party.

11. If we go through the enquiry proceedings filed at Exhibit 23 by the Management we find, page-1, of Exhibit 36, explains the charges leveled against the concerned Workman. We find from pages 11, 15, 17, 19 that, enquiry was adjourned when 2nd Party was absent. Then we find actual proceedings from page 22 where Management examined witness No. 1, Sudhir Bajapayee, who took charge from the concerned workman at Vikramgad Branch, who found the irregularity in appointing part-time Clerk and sanctioning housing loan, vehicle loan and other various loans unauthorisedly. Then cross of this witness was taken at page 48 by Defence Representative of the concerned workman. Evidence was recorded in the presence of 2nd Party and his representatives. Even at the time of cross the 2nd Party along with his Defence Representative was present while recording evidence of Management witness No. 1. Then charge sheeted employee examined himself at page 50. In the cross-examination the 2nd Party, before the Enquiry officer, states that, he discontinued services of one part-time clerk out of 2 who were in the services of the Bank from 1993 and in that place he appointed S.B. Patil. Then question was put to him whether he received letter dated 24-5-1993 from the Regional Office regarding loans to which he answered he did not remember. He states that, some formalities were to be followed by borrowers, however, the same were not followed and he was under the impression that they will follow it so he disbursed the loan amount. He admits that, some irregularities were done in complying all the formalities. He admits that, he has sanctioned consumer, vehicle loan and other loans. He admits that, he has not gone through the circular where guide lines were given for sanctioning loan. He admits that, he is responsible for

sanctioning loans to the customers without following procedure and without authority. Documents were shown to the charge sheeted employee and he admitted those. Then the Enquiry Officer discussed the evidence from internal pages 61 to 85 of Exhibit 23 and he observed Charges Nos. 1 to 5 and 7 to 9 are proved. He also considered the documents and observed that, 2nd Party has admitted misconduct which fall under Clause 19.5(j) of Bi-partite Settlement.

12. If we peruse these enquiry proceedings, findings given by the Enquiry Officer and charges proved against the concerned Workman, I conclude that, enquiry cannot be observed not fair and proper, finding perverse. So I answer above Issues to that effect holding enquiry fair and proper and finding not perverse.

13. Since I observe enquiry is fair and proper and finding not perverse, I conclude that, the charges levelled against the concerned workman are proved. Hence, the order:

#### ORDER

(a) I observe enquiry fair, proper and finding not perverse;

(b) both parties to participate in the reference on the point of quantum of punishment.

Bombay:

18th November, 2008

A. A. LAD, Presiding Officer

नई दिल्ली, 15 जनवरी, 2009

का.आ. 172.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा अनुसूची में विनिर्दिष्ट कारखानों/स्थापनाओं के नियमित कर्मचारियों को 30 सितम्बर, 2010 तक की अवधि के लिए छुट प्रदान करती है।

2. उक्त छुट निम्नलिखित शर्तों के अधीन है; अर्थात्:—

1. पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छुट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

2. इस छुट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन, ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छुट के प्रवृत्त होने की तारीख से पूर्व संज्ञित अंशदानों के आधार पर हकदार हो जाते हैं;

3. छुट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

4. उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् "उक्त अवधि कहा गया है") प्रवर्तमान या ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी

विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थी ;

5. निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा(1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा(1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा सथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा :-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

क्रम संख्या स्थापना/कारखाने का नाम

1. मैसर्स हिन्दुस्तान एंटीबायोटिक्स लिमिटेड, पुणे।
2. मैसर्स सैन्ट्रल इलेक्ट्रॉनिक्स लिमिटेड, साहिबाबाद (उत्तर प्रदेश)।
3. सैन्ट्रल सिल्क बोर्ड, बंगलौर की सभी इकाइयाँ।
4. मैसर्स भारत हेवी इलेक्ट्रिकल्स लिमिटेड की सभी इकाइयाँ।
5. मैसर्स मंगलौर रिफाइनरी एण्ड पेट्रो-कैमिकल्स लिमिटेड, मंगलौर।
6. मैसर्स सैन्ट्रल कॉटेज इंडस्ट्रीज कॉर्पोरेशन ऑफ इंडिया लिमिटेड, दिल्ली।
7. मैसर्स टायर कॉर्पोरेशन ऑफ इंडिया लिमिटेड, काकीनाडा, पश्चिम बंगाल।
8. मैसर्स भारत हेवी प्लेट एण्ड वैस्सल्स लिमिटेड, विशाखापत्तनम।
9. मैसर्स हिन्दुस्तान इंसैक्टिसाइड्स लिमिटेड, उद्योगमंडल, एर्नाकुल्लम, केरल, भटिंडा तथा दिल्ली।
10. मैसर्स पवन हंस हेलीकॉप्टर्स लिमिटेड, नई दिल्ली।
11. मैसर्स हिन्दुस्तान एयरोनॉटिक्स लिमिटेड, हैदराबाद, लखनऊ तथा बंगलौर।
12. मैसर्स नेशनल फर्टिलाइजर्स लिमिटेड, भटिंडा यूनिट।
13. मैसर्स भारत इलेक्ट्रॉनिक्स लिमिटेड, पंचकूला (हरियाणा), बंगलौर, गाजियाबाद (उत्तर प्रदेश), पुणे, चेन्नई, हैदराबाद तथा मछलीपटनम (आंध्र प्रदेश) तथा कॉर्पोरेट ऑफिस, बंगलौर।
14. मैसर्स नाल्को, विशाखापत्तनम।
15. मैसर्स एच एम टी इंडस्ट्रीज लिमिटेड की सभी इकाइयाँ।
16. मैसर्स भारत हेवी इलेक्ट्रिकल्स लिमिटेड, रुद्रपुर, तिरुचिरापल्ली, इंडस्ट्रियल सिस्टम ग्रुप, बंगलौर, मुम्बई, रानीपेट, इलेक्ट्रोप्रोसेलेनाज डिवीजन, बंगलौर, भोपाल, इलेक्ट्रॉनिक्स डिवीजन, बंगलौर तथा इलेक्ट्रॉनिक सिस्टम डिवीजन, बंगलौर।
17. बी ई एम एल लिमिटेड, बंगलौर तथा अन्य इकाइयाँ/कार्यालय।

[संख्या एस-38014/48/2008-एस. एस-1]

एस. डी. जेवियर, अवर सचिव

स्पष्टीकरण ज्ञापन

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट आवेदन पर कार्यवाही करने में समय लगा। तथापि, यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।



New Delhi, the 15th January, 2009

**S.O. 172.**—In exercise of the power conferred by Section 88 read with Section 91.A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments specified in the schedule from the operation of the said Act for a period up to and inclusive of the 30th September, 2010.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishment wherein the employers are employed shall maintain a register showing the name and designations of the exempted employees'.
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—
  - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
  - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
  - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this

notification; or

- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to :

- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
- (b) At any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;
- (e) exercise such other powers as may be prescribed.

6. In case of disinvestment/corporatisation, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

Sl. No.	Name of the Establishments/Factory
1	2
1.	M/s. Hindustan Antibiotics Ltd., Pune.
2.	M/s. Central Electronics Ltd., Sahibabad (U.P.).
3.	All Units of Central Silk Board, Bangalore.
4.	All units of M/s. Bharat Heavy Electricals Ltd.
5.	M/s. Mangalore Refinery & Petro-chemicals Ltd., Mangalore.

1	2
6.	M/s. Central Cottage Industries Corporation of India Ltd., Delhi.
7.	M/s. Tyre Corporation of India Ltd., Kankinara, West Bengal.
8.	M/s. Bharat Heavy Plate and Vessels Ltd., Visakhapatnam.
9.	M/s. Hindustan Insecticides Ltd., Udyogmandal, Ernakulam, Kerala, Bhatinda and Delhi.
10.	M/s. Pawan Hans Helicopters Ltd., New Delhi.
11.	M/s. Hindustan Aeronautics Ltd., Hyderabad, Lucknow & Bangalore.
12.	M/s. National Fertilizers Ltd., Bhatinda Unit.
13.	M/s. Bharat Electronics Ltd., Panchkula (Haryana), Bangalore, Ghaziabad (U.P.), Pune, Chennai, Hyderabad and Machuillipatnam, (A.P.), and Corporate office, Bangalore.
14.	M/s. NALCO, Visakhapatnam.

1	2
15.	All Units of M/s. HMT Industries Ltd.
16.	M/s. Bharat Heavy Electricals Ltd., Rudrapur, Tiruchirappalli, Industrial System Group, B'lore, Mumbai, Ranipet, Electroporeclainas Division, B'lore Bhopal, Electronics Division, B'lore and Electronic System Division, B'lore.
17.	BEM Ltd., Bangalore and other units/offices.

[No. S-38014/48/2008-SS-I]

S. D. XAVIER, Under Secy.

**EXPLANATORY MEMORANDUM**

It has become necessary to give retrospective effect to the exemption in this case as processing of the applications for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of any body adversely.